# MEMORANDUM OF UNDERSTANDING

Between and for the

## SERVICE EMPLOYEES INTERNATIONAL UNION LOCALS 250, 535, and 790

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## THE CITY AND COUNTY OF SAN FRANCISCO

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This Memorandum of Understanding (hereinafter MOU) is entered into by the City and County of San Francisco (hereinafter City) through its designated representative acting on behalf of the Board of Supervisors and the Service Employees International Union, Locals 250, 535 and 790 (hereinafter Union).

1. RECOGNITION

The City acknowledges that the Union has been certified by the Municipal Employee Relations Panel or the Civil Service Commission as the recognized employee representative, pursuant to the provisions as set forth in the City's Employee Relations Ordinance for the following classifications:

x = class is subject to Agency Shop fee
e = class exempt from Agency Shop fee if work less than 20 hours per week
Ex = class exempt from Agency Shop fee if "on call" and work less than 20 hours per week
E = class specifically exempted from Agency Shop fee

| Class | Title | Biweekly | Approx. Monthly |
|---|---|---|---|
| 0638 | Criminal Courts Coordinator | | |
| 1201x | Personnel Technician Trainee | 721- 870 | 1568-1892 |
| 1202x | Personnel Clerk | 647- 781 | 1407-1699 |
| 1204 | Senior Personnel Clerk | 721- 870 | 1568-1892 |
| 1212x | Timeroll Audit Clerk | 745- 899 | 1620-1955 |
| 1214 | Senior Timeroll Audit Clerk | 818- 989 | 1779-2151 |
| 1216 | Principal Timeroll Audit Clerk | 929-1125 | 2021-2447 |
| 1217 | Senior Certification Clerk | 1047-1267 | 2277-2756 |
| 1218 | Payroll Supervisor | 1180-1429 | 2567-3108 |
| 1220x | Payroll Clerk | 745- 899 | 1620-1955 |
| 1222 | Senior Payroll & Personnel Clerk | 818- 989 | 1779-2151 |
| 1224 | Principal Payroll & Pers Clerk | 929-1125 | 2021-2447 |
| 1226 | Chief Payroll & Personnel Clerk | 1047-1267 | 2277-2756 |
| 1227x | Testing Technician | 658- 796 | 1431-1731 |
| 1228 | Senior Testing Technician | 742- 895 | 1614-1947 |
| 1310x | Public Relations Assistant | 655- 792 | 1425-1723 |
| 1330x | Consumer Relations Representative | 777- 938 | 1690-2040 |
| 1341x | Public Service Assistant | | |
| 1402x | Junior Clerk | 531- 641 | 1155-1394 |
| 1403x | Elections Clerk | 688- 830 | 1496-1805 |
| 1404x | Clerk | 583- 704 | 1268-1531 |
| 1405x | Equalization Clerk | | |
| 1406x | Senior Clerk | 655- 792 | 1425-1723 |
| 1407 | Senior Equalization Clerk | 907- 907 | 1973-1973 |
| 1408 | Principal Clerk | 800- 966 | 1740-2101 |
| 1410 | Chief Clerk | 943-1141 | 2051-2482 |
| 1414 | Elections Supervisor | 1125-1362 | 2447-2962 |
| 1422x | Junior Clerk Typist | 552- 664 | 1201-1444 |
| 1424x | Clerk Typist | 605- 731 | 1316-1590 |
| 1425x | Equalization Clerk Typist | 690- 690 | 1501-1501 |

| Class | Title | Biweekly | Approx. Monthly |
|---|---|---|---|
| 1426x | Senior Clerk Typist | 664- 803 | 1444-1747 |
| 1427x | Equalization Record Control Clerk | | |
| 1428x | Ward Clerk(250) | 688- 830 | 1496-1805 |
| 1430x | Transcriber Typist | 664- 803 | 1444-1747 |
| 1432x | Senior Transcriber Typist | 731- 882 | 1590-1918 |
| 1436x | Braillist | 634- 766 | 1379-1666 |
| 1440x | Medical Transcriber Typist | 704- 850 | 1531-1849 |
| 1442x | Junior Clerk Stenographer | 575- 694 | 1251-1509 |
| 1444x | Clerk Stenographer | 631- 762 | 1372-1657 |
| 1445x | Equalization Clerk Stenographer | | |
| 1446x | Senior Clerk Stenographer | 731- 882 | 1590-1918 |
| 1450 | Principal Clerk Stenographer | 800- 966 | 1740-2101 |
| 1458x | Legal Stenographer | 858-1037 | 1866-2255 |
| 1459x | Legislative Secy, Brd of Ed | 710- 858 | 1544-1866 |
| 1460x | Senior Legal Stenographer | 943-1141 | 2051-2482 |
| 1464x | Medical Clerk Stenographer | 818- 989 | 1779-2151 |
| 1468x | Water Services Clerk | 688- 830 | 1496-1805 |
| 1470 | Services & Supply Asst Supvisor | 788- 952 | 1714-2071 |
| 1474x | Claims Process Clerk | 688- 830 | 1496-1805 |
| 1476x | Senior Claims Process Clerk | 769- 929 | 1673-2021 |
| 1478x | Senior Water Services Clerk | 755- 912 | 1642-1984 |
| 1480 | Principal Water Svcs Clerk | 830-1003 | 1805-2182 |
| 1486x | Educational Credentials Tech | 781- 943 | 1699-2051 |
| 1487x | Financial Aids Asst | 731- 882 | 1590-1918 |
| 1490 | Message Center Sup | | |
| 1494x | Clerk I | 485- 583 | 1055-1268 |
| 1495x | Clerk II | 583- 704 | 1268-1531 |
| 1496x | Clerk III | 655- 792 | 1425-1723 |
| 1497 | Supervising Clerk I | 738- 891 | 1605-1938 |
| 1498 | Supervising Clerk II | 838-1013 | 1823-2203 |
| 1499 | Supervising Clerk III | 966-1169 | 2101-2543 |
| 1502E | Conf Secy to Dir, Prkg Authority | 895-1083 | 1947-2356 |
| 1512E | Conf Secy & Exec Asst to Pub Dfdr | 1125-1362 | 2447-2962 |
| 1602x | Calctg Machine Oper-Key Drive | 625- 755 | 1359-1642 |
| 1626x | Junior Account Clerk | 531- 641 | 1155-1394 |
| 1630x | Account Clerk | 625- 755 | 1359-1642 |
| 1632x | Senior Account Clerk | 721- 870 | 1568-1892 |
| 1634 | PrincipalAccount Clerk | 818- 989 | 1779-2151 |
| 1635x | Health Care Billing Clerk I | 684- 826 | 1488-1797 |
| 1636x | Health Care Billing Clerk II | 769- 929 | 1673-2021 |
| 1637x | Patient Accounts Clerk | 807- 975 | 1755-2121 |
| 1638x | Accounting Machine Operator | 641- 773 | 1394-1681 |
| 1640x | Sr Accounting Machine Operator | 792- 956 | 1723-2079 |
| 1663 | Patient Accounts Supv | 975-1180 | 2121-2567 |
| 1664 | Patient Accounts Manager | 1237-1499 | 2690-3260 |
| 1706x | Telephone Operator | 583- 704 | 1268-1531 |
| 1708 | Senior Telephone Operator | 641- 773 | 1394-1681 |
| 1681 | | | |
| 1710 | Chief Telephone Operator | 738- 891 | 1605-1938 |
| 1720x | Data Entry Operator | 605- 731 | 1316-1590 |

| Class | Title | Biweekly | Approx. Monthly |
|---|---|---|---|
| 1721 | Sr Data Entry Operator | 697- 842 | 1516-1831 |
| 1724 | Sr Tabulating Machine Operator | 810- 979 | 1762-2129 |
| 1726 | Principal Tabulating Machine Oper | | |
| 1727 | Supv Data Entry Operator | 766- 925 | 1666-2012 |
| 1740x | Blueprint Machine Operator | | |
| 1742x | Sr Blueprint Machine Operator | 684- 826 | 1488-1797 |
| 1750x | Microphoto Technician | 652- 788 | 1418-1714 |
| 1752 | Sr Microphoto Technician | 769- 929 | 1673-2021 |
| 1760x | Offset Machine Operator | 684- 826 | 1488-1797 |
| 1762x | Sr Offset Machine Operator | 800- 966 | 1740-2101 |
| 1763 | Reproduction Supervisor I | 878-1062 | 1910-2310 |
| 1764 | Mail & Repro Services Supv | 878-1062 | 1910-2310 |
| 1770x | Photographer | 882-1067 | 1918-2321 |
| 1772x | Photo-Lithographer | 925-1120 | 2012-2436 |
| 1774 | Head Photographer | 1018-1232 | 2214-2680 |
| 1802x | Research Assistant | 858-1037 | 1866-2255 |
| 1803x | Police Statistical Clerk | 769- 929 | 1673-2021 |
| 1810x | Actuarial Clerk | 688- 830 | 1496-1805 |
| 1820x | Jr Administrative Analyst | 792- 956 | 1723-2079 |
| 1822x | Administrative Analyst | 1131-1368 | 2460-2975 |
| 1833x | Tape Librarian, EDP | 605- 731 | 1316-1590 |
| 1836x | Membership Rep, Health Svcs System | 1018-1232 | 2214-2680 |
| 1840x | Jr Management Assistant | 810- 979 | 1762-2129 |
| 1842x | Management Assistant | 979-1185 | 2129-2577 |
| 1844 | Sr Management Assistant | 1158-1401 | 2519-3047 |
| 1852 | Project Dir, Neighborhood Yth Corp | | |
| 1853x | Control Clerk, EDP | 697- 842 | 1516-1831 |
| 1855 | Senior Control Clerk, EDP | 766- 925 | 1666-2012 |
| 1856 | Asst Control Supv, EDP | 834-1008 | 1814-2192 |
| 1858 | Control Supervisor, EDP | 938-1136 | 2040-2471 |
| 1914 | Film Service Technician | 652- 788 | 1418-1714 |
| 1915 | Sr Film Service Technician | | |
| 1920 | Inventory Clerk | 647- 781 | 1407-1699 |
| 1922 | Senior Inventory Clerk | 677- 818 | 1472-1779 |
| 1924 | Materials & Supplies Supervisor | 694- 838 | 1509-1823 |
| 1926 | Sr Materials & Supplies | 788- 952 | 1714-2071 |
| 1928 | School Supplies Analyst | 1037-1255 | 2255-2730 |
| 1932 | Assistant Storekeeper | 652- 788 | 1418-1714 |
| 1933 | Schools Warehouse Asst Supv | 834-1008 | 1814-2192 |
| 1934 | Storekeeper | 717- 866 | 1559-1884 |
| 1936 | Senior Storekeeper | 834-1008 | 1814-2192 |
| 1938 | Stores & Equipment Asst Supv | 975-1180 | 2121-2567 |
| 1939 | Schools Warehouse Supv | 908-1099 | 1975-2390 |
| 1940 | Stores & Equipment Supv | 1099-1329 | 2390-2891 |
| 1948 | Coding Supv, Purchasing Dept | 975-1180 | 2121-2567 |
| 2110x | Medical Record Clerk | 688- 830 | 1496-1805 |
| 2112x | Medical Record Technician | 773- 934 | 1681-2031 |
| 2114 | Medical Record Tech Supv | 912-1104 | 1984-2401 |
| 2120x | Institutional Admtg Officer(250) | 1052-1273 | 2288-2769 |
| 2202x | Dental Aide | 728- 878 | 1583-1910 |

| Class | Title | Biweekly | Approx. Monthly |
|---|---|---|---|
| 2204x | Dental Hygienist | 858-1037 | 1866-2255 |
| 2301x | Orderly Trainee(250 | 649- 649 | 1412-1412 |
| 2302x | Orderly(250) | 694- 838 | 1509-1823 |
| 2304 | Psychiatric Orderly(250) | 717- 866 | 1559-1884 |
| 2305x | Psychiatric Technician(250) | 752- 908 | 1636-1975 |
| 2306x | Senior Psychiatric Orderly(250) | 788- 952 | 1714-2071 |
| 2310x | Operating Room Technician(250) | 752- 908 | 1636-1975 |
| 2312x | Licensed Vocational Nurse(250) | 742- 895 | 1614-1947 |
| 2390x | Central Processing & Dist Tech | 728- 878 | 1583-1910 |
| 2402x | Laboratory Helper(250) | 594- 717 | 1292-1559 |
| 2406x | Pharmacy Helper(250) | 717- 866 | 1559-1884 |
| 2408x | Senior Pharmacy Helper(250) | 788- 952 | 1714-2071 |
| 2409x | Pharmacy Technician(250) | 826- 998 | 1797-2171 |
| 2416x | Bacteriological Lab Asst(250) | 638- 769 | 1388-1673 |
| 2420x | Histology Technician(250) | 920-1114 | 2001-2423 |
| 2424x | X-Ray Laboratory Aide(250) | 694- 838 | 1509-1823 |
| 2425x | Radiologic Technologist I | 858-1037 | 1866-2255 |
| 2426x | Radiologic Technologist II | 891-1078 | 1938-2345 |
| 2427x | Radiologic Technologist III | 943-1141 | 2051-2482 |
| 2430x | Medical Exams Assistant(250) | 728- 878 | 1583-1910 |
| 2432x | Electrocardiograph Technician(250) | 781- 943 | 1699-2051 |
| 2434x | Sr Electrocardiograph Tech(250) | 858-1037 | 1866-2255 |
| 2436x | Electroencephalograph Tech(250) | 838-1013 | 1823-2203 |
| 2437x | Electroencephalograph Tech II(250) | 878-1062 | 1910-2310 |
| 2440x | Veterinary Lab Technologist(250) | 1114-1349 | 2423-2934 |
| 2441 | Diagnostic Medical Sonographer | 878-1062 | 1910-2310 |
| 2442 | Diagnostic Medical Sonographer I | 989-1197 | 2151-2603 |
| 2450E | Pharmacist | 1304-1580 | 2836-3437 |
| 2454E | Clinical Pharmacist | 1506-1827 | 3276-3974 |
| 2502x | Sterilizer Operator(250 | | |
| 2504x | Inhalation Therapist(250) | | |
| 2514x | Orthopedic Technician I(250) | 752- 908 | 1636-1975 |
| 2515x | Orthopedic Technician II(250) | 788- 952 | 1714-2071 |
| 2517x | Jail Medical Technician | 882-1067 | 1918-2321 |
| 2520x | Morgue Attendant(250) | 735- 887 | 1599-1929 |
| 2522x | Senior Morgue Attendant(250) | 788- 952 | 1714-2071 |
| 2524x | Coroner's Estate Investigator | | |
| 2526x | Ambulance Driver | 1147-1388 | 2495-3019 |
| 2528x | Medical Steward | 1147-1388 | 2495-3019 |
| 2530x | Senior Medical Steward | 1232-1491 | 2680-3243 |
| 2532x | Paramedic | 1147-1388 | 2495-3019 |
| | Handicraft Instructor(250) | | |
| 2550 | Senior Occupational Therapist | 1180-1429 | 2567-3108 |
| 2552 | Dir of Diversional Activities & Volunteer Service | 952-1152 | 2071-2506 |
| 2554x | Physical Therapy Aide(250) | 773- 934 | 1681-2031 |
| 2558 | Senior Physical Therapist | 1180-1429 | 2567-3108 |
| 2574x | Clinical Psychologist | 1436-1740 | 3123-3785 |
| 2575x | Research Psychologist | 1543-1871 | 3356-4069 |
| 2580x | Coroner's Investigator | 1174-1421 | 2553-3091 |

| Class | Title | Biweekly | Approx. Monthly |
|---|---|---|---|
| 2585x | Health Worker I | 591- 714 | 1285-1553 |
| 2586x | Health Worker II | 664- 803 | 1444-1747 |
| 2587x | Health Worker III | 728- 878 | 1583-1910 |
| 2588x | Health Worker IV | 866-1047 | 1884-2277 |
| 2604x | Food Service Worker(250) | 608- 735 | 1322-1599 |
| 2606x | Sr Food Service Worker(250) | 638- 769 | 1388-1673 |
| 2615x | School Lunchroom Helper | 608- 735 | 1322-1599 |
| 2624 | Dietician | 956-1158 | 2079-2519 |
| 2626 | Chief Dietician | 1078-1304 | 2345-2836 |
| 2630x | School Lunchroom Cook | 668- 807 | 1453-1755 |
| 2632 | Cook Manager Elementary School | 701- 846 | 1525-1840 |
| 2634 | Cook Manager Secondary School | 803- 970 | 1747-2110 |
| 2636 | School Lunchrooms Area Supv | 1131-1368 | 2460-2975 |
| 2637 | Food Service Asst Supv | 1304-1580 | 2836-3437 |
| 2650x | Assistant Cook | 701- 846 | 1525-1840 |
| 2672x | Children's Center Asst Houseparent | 652- 788 | 1418-1714 |
| 2674x | Children's Center Houseparent | 701- 846 | 1525-1840 |
| 2706x | Housekeeper(250) | 549- 661 | 1194-1438 |
| 2708x | Custodian | 625- 755 | 1359-1642 |
| 2709x | School Custodian | 688- 830 | 1496-1805 |
| 2716x | Custodial Asst Supervisor | 688- 830 | 1496-1805 |
| 2718x | Custodial Supervisor I | 755- 912 | 1642-1984 |
| 2719 | Janitorial Svcs Asst Supv | 830-1003 | 1805-2182 |
| 2720 | Janitorial Svcs Supervisor | 912-1104 | 1984-2401 |
| 2726x | School Custodian Asst Sup | | |
| 2727x | School Custodian Supv I | 755- 912 | 1642-1984 |
| 2730 | School Custodial Svcs, Supv I | 842-1018 | 1831-2214 |
| 2736x | Porter(250) | 625- 755 | 1359-1642 |
| 2738x | Porter Asst Supervisor(250) | 688- 830 | 1496-1805 |
| 2760x | Laundry Worker(250) | 586- 707 | 1275-1538 |
| 2770x | Senior Laundry Worker(250) | 614- 742 | 1335-1614 |
| 2772x | Sewing Technician(250) | 599- 724 | 1303-1575 |
| 2774x | Senior Sewing Technician(250) | 691- 834 | 1503-1814 |
| 2812 | Chief Deputy Registrar of Vital Statistics | 788- 952 | 1714-2071 |
| 2818 | Health Program Planned | 1220-1477 | 2654-3212 |
| 2844 | Cripple Children Svcs Sup | | |
| 2903x | Eligibility Worker(535) | 668- 807 | 1453-1755 |
| 2904x | Social Service Technician(535) | 677- 818 | 1472-1779 |
| 2905x | Sr Eligibility Worker(535) | 769- 929 | 1673-2021 |
| 2907 | Eligibility Worker Supv(535) | 887-1073 | 1929-2334 |
| 2908x | Hospital Eligibility Worker(535) | 769- 929 | 1673-2021 |
| 2909 | Hospital Eligibility Supv(535) | 1022-1237 | 2223-2690 |
| 2911x | Eligibility Appeals Specialist(535) | 887-1073 | 1929-2334 |
| 2914 | Social Work Supervisor(535) | 1047-1267 | 2277-2756 |
| 2920x | Medical Social Worker | 1073-1298 | 2334-2823 |
| 2922x | Sr Medical Social Worker | 1180-1429 | 2567-3108 |
| 2930x | Psychiatric Social Worker | 1073-1298 | 2334-2823 |
| 2932x | Sr Psychiatric Social Worker | 1180-1429 | 2567-3108 |
| 2934 | Chief Psychiatric Soc Worker | 1362-1650 | 2962-3589 |

| Class | Title | Biweekly | Approx. Monthly |
|---|---|---|---|
| 2940x | Child Welfare Worker(535) | 1073-1298 | 2334-2823 |
| 2942x | Sr Child Welfare Worker(535) | 1180-1429 | 2567-3108 |
| 2944 | Child Welfare Supv(535) | 1267-1535 | 2756-3339 |
| 2946 | Sr Eligibility Worker Supv(535) | 1152-1394 | 2506-3032 |
| 2948 | Sr Social Svc Supervisor(535) | 1329-1611 | 2891-3504 |
| 2950 | Social Svc Division Supv(535) | 1429-1731 | 3108-3765 |
| 2951 | Community Svcs Coordinator(535) | 1394-1690 | 3032-3676 |
| 2958 | Dir of Vocational Dev & Trn | | |
| 2969 | Asst Dir, Social Svc Programs(535) | 1706-2074 | 3711-4511 |
| 2975 | Citizens Complaint Officer | 903-1093 | 1964-2377 |
| 2987x | Community Rep, Office of Aging | | |
| 2994x | Homemaker(535) | 586- 707 | 1275-1538 |
| 2997x | Specialist I, Human Rts Commission | 664- 803 | 1444-1747 |
| 3202x-e | Locker Room Attendant | 409- 491 | 890-1068 |
| 3204x-e | Swimming Pool Cashier-Clerk | 605- 731 | 1316-1590 |
| 3206x | Beach Lifeguard | | |
| 3208x-e | Pool Lifeguard | 611- 738 | 1329-1605 |
| *3210x | Athletic Attendant (R54) | 4.65 hr. | |
| 3212x | Swimming Instructor | 731- 882 | 1590-1918 |
| 3214x | Sr Swimming Instructor | 874-1057 | 1901-2299 |
| 3216 | Asst Aquatic Supervisor | 956-1158 | 2079-2519 |
| 3226x | Golf Course Starter | 664- 803 | 1444-1747 |
| 3228 | Asst Dir, Golf Course Operations | 1120-1355 | 2436-2947 |
| 3232x | Marina Asst Manager | 822- 994 | 1788-2162 |
| 3234 | Marina Manager | 970-1174 | 2110-2553 |
| 3258 | Photography Director | 1057-1279 | 2299-2782 |
| *3264x | Camp Assistant (R101) | 372- 372 | 809- 809 |
| *3266x | Camp Manager (R102) | 861- 861 | 1873-1873 |
| 3268 | Municipal Stadiums Mg | | |
| 3280x-e | Asst Recreation Director | 638- 769 | 1388-1673 |
| 3281x-e | School Recreation Aid | | |
| 3284x | Recreation Director | 796- 961 | 1731-2090 |
| 3285 | Junior Museum Director | 1109-1342 | 2412-2919 |
| 3287 | Asst Recreation Supervisor | 970-1174 | 2110-2553 |
| 3289 | RecreationSupervisor | 1057-1279 | 2299-2782 |
| 3291 | Principal Recreation Supv | 1261-1528 | 2743-3323 |
| 3292 | Asst Superintendent Recreation | 1491-1809 | 3243-3935 |
| *3301x | Vendor Helper (153.1) | 4.65 hr. | |
| 3302E | Vendor | 503- 605 | 1094-1316 |
| 3306x | Rides Attendant | 503- 605 | 1094-1316 |
| 3310x | Stable Attendant | 785- 947 | 1707-2060 |
| 3322 | Asst Head Animal Keeper | 1147-1388 | 2495-3019 |
| 3324 | Head Animal Keeper | 1261-1528 | 2743-3323 |
| 3334 | Concessions, Amusements Camp Supervisor | | |
| 3406x | Land Use Aide | 850-1027 | 1849-2234 |
| 3450x | Agricultural Inspector | 870-1052 | 1892-2288 |
| 3474 | School Grounds Supervisor | 1147-1388 | 2495-3019 |
| 3480 | Farmers Market Manager | 874-1057 | 1901-2299 |
| 3502x | Museum Exhibit Packer | 777- 938 | 1690-2040 |

| Class | Title | Biweekly | Approx. Monthly |
|---|---|---|---|
| 3506x | Aquarist | | |
| 3508x | Senior Aquarist | | |
| 3512x | Aquarium Exhibit Preparer | | |
| 3520x | Museum Preparator | 777- 938 | 1690-2040 |
| 3522x | Sr Museum Preparator | 846-1022 | 1840-2223 |
| 3524 | Principal Museum Preparator | 998-1208 | 2171-2627 |
| 3525 | Chief Museum Preparator | 1099-1329 | 2390-2891 |
| 3526x | Museum Conservator Asst | 752- 908 | 1636-1975 |
| 3527x | Museum Conservator Asst (Avery Brundage Collection of Asian Art | 899-1088 | 1955-2366 |
| *3530x | Organist (Y6) | 112.00 day | |
| 3534x | Museum Photographer | 1018-1232 | 2214-2680 |
| 3535x | Radio Announcer/Operator | 925-1120 | 2012-2436 |
| 3540x | Curatorial Aide | 562- 677 | 1222-1472 |
| 3550x | Museum Exhibition Designer | 1114-1349 | 2423-2934 |
| 3556x | Museum Registrar | 920-1114 | 2001-2423 |
| 3591x | College Aid | 4.76 hr. | |
| 3602E | Library Page | 519- 625 | 1129-1359 |
| 3610x | Library Assistant | 641- 773 | 1394-1681 |
| 3616x | Library Technical Asst I | 755- 912 | 1642-1984 |
| 3618x | Library Technical Asst II | 830-1003 | 1805-2182 |
| 3630x | Librarian I | 903-1093 | 1964-2377 |
| 3631 | Librarian II - Fine Arts | 1067-1291 | 2321-2808 |
| 3632 | Librarian II | 1067-1291 | 2321-2808 |
| 3633 | Librarian II - Asian Arts | 1067-1291 | 2321-2808 |
| 3634 | Librarian III | 1232-1491 | 2680-3243 |
| 3644x | City Archivist | 1093-1323 | 2377-2878 |
| 3654 | Medical Records Library Sup | 1093-1323 | 2377-2878 |
| 3658x | Medical Librarian | 1232-1491 | 2680-3243 |
| 4202x | Assessment Clerk | 625- 755 | 1359-1642 |
| 4306x | Collections Clerk | 752- 908 | 1636-1975 |
| 4308x | Sr Collections Clerk | 826- 998 | 1797-2171 |
| 4312x | Bond & Coupon Supv | 870-1052 | 1892-2288 |
| 4320x | Cashier I | 605- 731 | 1316-1590 |
| 4321x | Cashier II | 664- 803 | 1444-1747 |
| 4322x | Cashier III | 810- 979 | 1762-2129 |
| 4324x | Parking Meter Collector | 810- 979 | 1762-2129 |
| 4326 | Parking Meter Collections Sup | | |
| 4328 | Chief, Parking Meter Collections | | |
| 4334x | Investigator, Tax Collector | 1008-1220 | 2192-2654 |
| 4335 | Sr Investigator, Tax Collector | 1109-1342 | 2412-2919 |
| 4336 | License Bureau Asst Supv | 785- 947 | 1707-2060 |
| 4337 | Princ Investigator, Tax Collector | 1220-1477 | 2654-3212 |
| 4340 | Chief Investigator, Tax Collector | 1310-1588 | 2849-3454 |
| 4366 | Collection Supervisor | 912-1104 | 1984-2401 |
| 4370x | Asst Cashier, Tax Collector | | |
| 4372 | Cashier, Tax Collector's Office | 956-1158 | 2079-2519 |
| 5276x | City Planning Intern | 777- 938 | 1690-2040 |
| 5277x | Planner I | 891-1078 | 1938-2345 |
| 5278x | Planner II | 1078-1304 | 2345-2836 |

| Class | Title | Biweekly | Approx. Monthly |
|---|---|---|---|
| 5279x | School Facilities Needs Analyst | 1506-1827 | 3276-3974 |
| 5284x | Environmental Review Officer | 1658-2014 | 3606-4380 |
| 5285x | Airport Noise Abatement Officer | 1626-1975 | 3537-4296 |
| 5287x | Transit Planner I | 891-1078 | 1938-2345 |
| 5288x | Transit Planner II | 1078-1304 | 2345-2836 |
| 5294 | Planner IV (Zoning) | 1506-1827 | 3276-3974 |
| 5295x | School Facilities Planner | 1698-2063 | 3693-4487 |
| 5322 | Graphic Artist | 854-1032 | 1857-2245 |
| 5406x | Spec Asst for Program Coordinator | 1804-1804 | 3924-3924 |
| 5408x | Coordinator of Citizen Involvement | 1624-1624 | 3532-3532 |
| 5410x | Intergovmtl Affairs Coordinator | 1438-1438 | 3128-3128 |
| 6102x | Rodent Control Technician | 810- 979 | 1762-2129 |
| 6104x | Sr Rodent Control Tech | 912-1104 | 1984-2401 |
| 6220x | Inspector of Wts & Measures | 870-1052 | 1892-2288 |
| 6309x | Mechanical Construction Inspector | | |
| 6333 | Senior Building Inspector | 1611-1955 | 3504-4252 |
| 6334 | Chief Building Inspector | 1690-2053 | 3676-4465 |
| 7102 | Maint & Repair Asst Supt Hetch Hetchy Projec | 1731-2104 | 3765-4576 |
| 7108 | Heavy Equip Operations Asst Sup | 1131-1368 | 2460-2975 |
| 7125 | Electrical Operation & Maint | 1773-2156 | 3856-4689 |
| 7126 | Mechanical Shop & Equip Sup | 1520-1844 | 3306-4011 |
| 7202 | Asst Park Supt of Structural Maintenance | 1674-2033 | 3641-4422 |
| 7208 | Hvy Equip Operations Supv | 1185-1436 | 2577-3123 |
| 7211 | Cement Finisher Supv II | 1310-1588 | 2849-3454 |
| 7212 | Automotive Transit Equip Supv | 2135-2135 | 4644-4644 |
| 7219x | Maint Estimator & Scheduler | 1083-1310 | 2356-2849 |
| 7243 | Parking Meter Repairer Supv I | 1136-1375 | 2471-2991 |
| 7260x | Area Coordinator of School Main | | |
| 7261 | Supv of Maintenance, SFUSD | | |
| 7270 | Watershed Keeper Supv | 895-1083 | 1947-2356 |
| 7277 | City Shops Asst Supt | 1513-1835 | 3291-3991 |
| 7282 | Street Repair Supv II | 1381-1674 | 3004-3641 |
| 7302x | Audio-Visual Equip Technician | 830-1003 | 1805-2182 |
| 7303x | Barber(250) | 762- 920 | 1657-2001 |
| 7312x | Chauffeur | 519- 625 | 1129-1359 |
| 7359x | Piano Tuner | 12.40 hr. | |
| 7367x | Radio Technician | 1407-1706 | 3060-3711 |
| 7368x | Sr Radio Technician | 1626-1975 | 3537-4296 |
| 7383x | Sewing Machine Repairer | 878-1062 | 1910-2310 |
| 7384x | Typewriter Repairer | 807- 975 | 1755-2121 |
| 7385 | Sr Typewriter Repairer | 878-1062 | 1910-2310 |
| 7392x | Window Cleaner | 846-1022 | 1840-2223 |
| 7416x | Book Repairer | 638- 769 | 1388-1673 |
| 7418 | Sr Book Repairer | 826- 998 | 1797- 217 |
| 7426x | Elevator Operator | 572- 691 | 1244-1503 |
| 7441x | Tool Room Mechanic & Custodian | 694- 838 | 1509-1823 |

| Class | Title | Biweekly | Approx. Monthly |
|---|---|---|---|
| 7454x | Traffic Signal Operator | 628- 758 | 1366-1649 |
| 7470x | Watershed Keeper | 842-1018 | 1831-2214 |
| 7520x | Incinerator Operator(250 | | |
| 7524x | Institution Utility Worker(250) | 652- 788 | 1418-1714 |
| 7542x | Watershed Worker (Seasonal | 7.73 hr. | |
| 7550x | School Furniture Svc Worker | | |
| 7560x | Field Conservation Aid (Dependent upon work location; could be Local 261) | | |
| 7564 | Field Conservation Supervisor II | | |
| 7566 | Field Conservation Supt | | |
| 8102x | Process Server | 552- 664 | 1201-1444 |
| 8106x | Legal Process Clerk | 631- 762 | 1372-1657 |
| 8108x | Sr Legal Process Clerk | 694- 838 | 1509-1823 |
| 8112x | Asst Court Clerk | 830-1003 | 1805-2182 |
| 8113x | Court Clerk | 1003-1214 | 2182-2640 |
| 8124 | Investigator, Office Of Citizen Complaints | 1174-1421 | 2553-3091 |
| 8134x | Confidential Crime Reporter | 929-1125 | 2021-2447 |
| 8136x | Sr Confidential Crime Reporter | 1022-1237 | 2223-2690 |
| 8138x | Court Reporter | 975-1180 | 2121-2567 |
| 8139x | Industrial Injury Investigator Muni Railway | 989-1197 | 2151-2603 |
| 8140x | Retirement System Investigator | 989-1197 | 2151-2603 |
| 8142x | Public Defender's Investigator | 1174-1421 | 2553-3091 |
| 8143 | Sr Public Defender's Investigator | 1273-1543 | 2769-3356 |
| 8145 | Principal Public Defender' Investigator | 1443-1748 | 3139-3802 |
| 8165 | Asst Compensation Claims Supv | 1349-1634 | 2934-3554 |
| 8168 | Medical Claims Asst Supv | 920-1114 | 2001-2423 |
| 8170 | Medical Claims Supervisor | 1169-1414 | 2543-3075 |
| 8201E | School Crossing Guard | 6.15 hr. | |
| 8202x | Security Guard | 628- 758 | 1366-1649 |
| 8204x | Institutional Police Officer | 842-1018 | 1831-2214 |
| 8207x | Building & Grounds Patrol Officer | 758- 916 | 1649-1992 |
| 8208x | Park Patrol Officer | 758- 916 | 1649-1992 |
| 8213x | Police Services Aide | 943-1141 | 2051-2482 |
| 8214x | Parking Control Officer | 724- 874 | 1575-1901 |
| 8215x | Traffic Control Officer | | |
| 8216x | Stage Door Attendant | | |
| 8217x | Station Officer | 994-1203 | 2162-2617 |
| 8218x | Municipal Transit Police Officer | | |
| 8226x | Museum Guard | 758- 916 | 1649-1992 |
| 8228x | Sr Museum Guard | 842-1018 | 1831-2214 |
| 8234x | Fire Alarm Dispatcher | 929-1125 | 2021-2447 |
| 8236 | Chief Fire Alarm Dispatcher | 1099-1329 | 2390-2891 |
| 8238x | Police Communications Dispatcher | 803- 970 | 1747-2110 |
| 8249x | Fingerprint Technician I | 781- 943 | 1699-2051 |
| 8250x | Fingerprint Technician II | 834-1008 | 1814-2192 |
| 8251 | Fingerprint Technician III | 895-1083 | 1947-2356 |
| 8274x | Police Cadet | 598- 598 | 1301-1301 |

| Class | Title | Biweekly | Approx. Monthly |
|---|---|---|---|
| 8280 | Environmental Control Office | 796- 961 | 1731-2090 |
| 8301x | Sheriff's Property Keeper | 773- 934 | 1681-2031 |
| 8303x | Sheriff's Civil Process Asst | 810- 979 | 1762-2129 |
| 8316x-Ex | Assistant Counselor | 617- 745 | 1342-1620 |
| 8318x-Ex | Counselor II | 870-1052 | 1892-2288 |
| 8320x-Ex | Counselor, Juvenile Hall | 792- 956 | 1723-2079 |
| 8321x-Ex | Counselor, Boys Ranch School | 850-1027 | 1849-2234 |
| 8401x | Probation Assistan | | |
| 9102x | Transit Car Cleaner | 714- 862 | 1553-1875 |
| 9104x | Transit Car Cleaner Asst Supv | 785- 947 | 1707-2060 |
| 9106x | Transit Car Cleaner Supv I | 822- 994 | 1788-2162 |
| 9110x | Fare Collections Receiver | 766- 925 | 1666-2012 |
| 9114x | Fare Collections Cashe | | |
| 9116x | Sr Fare Collections Receiver | 862-1042 | 1875-2266 |
| 9117 | Principal Fare Collections Rcvr | 1018-1232 | 2214-2680 |
| 9118 | Transit Revenue Supv | 1158-1401 | 2519-3047 |
| 9122x | Transit Information Clerk | 748- 903 | 1627-1964 |
| 9124x | Sr Transit Info Clerk | 882-1067 | 1918-2321 |
| 9125 | Chief Transit Info Clerk | 1003-1214 | 2182-2640 |
| 9126x | Transit Traffic Checker | 842-1018 | 1831-2214 |
| 9128x | Sr Transit Traffic Checker | 925-1120 | 2012-2436 |
| 9131x | Station Agent, Muni Rwy | 862-1042 | 1875-2266 |
| 9176x | School Transportation Scheduler | 912-1104 | 1984-2401 |
| 9202x | Airport Communications Oper | 766- 925 | 1666-2012 |
| 9203 | Sr Airport Communications Oper | 842-1018 | 1831-2214 |
| 9204 | Airport Communications Supv | 1052-1273 | 2288-2769 |
| 9212x | Airfield Safety Officer | 1062-1285 | 2310-2795 |
| 9213 | Sr Airfield Safety Officer | 1169-1414 | 2543-3075 |
| 9220 | Airport Operations Supv | 1329-1611 | 2891-3504 |
| 9230 | Airport Custodial Svcs Supv | 994-1203 | 2162-2617 |
| 9250 | Airport Maint Supv | 1381-1674 | 3004-3641 |
| 9252 | Airport Maint Supt | 1690-2053 | 3676-4465 |
| 9307 | Computer Operations Supv, Port | 1169-1414 | 2543-3075 |
| 9355x | Wharfinger I | 891-1078 | 1938-2345 |
| 9356x | Wharfinger II | 1042-1261 | 2266-2743 |
| 9357 | Chief Wharfinger | 1323-1603 | 2878-3487 |
| 9361 | Asst Supt, Harbor Maint, Elec | 1731-2103 | 3765-4576 |
| 9362 | Asst Supt, Harbor Maint, Bldgs Streets | 1731-2104 | 3765-4576 |
| 9363 | Asst Supt, Harbor Maint Piers & Wharve | 1731-2104 | 3765-4576 |
| 9380 | Administrative Svc Officer, Port | 1099-1329 | 2390-2891 |
| 9385x | Business Svc Officer, Port of SF | 908-1099 | 1975-2390 |
| 9401x | Program Monitor I, City Demonstration Agency | | |
| 9403x | Program Monitor II, City Demonstration Agency | | |
| 9405 | Coordinating, Program Monitor, City | | |
| 9411x | Citizen Participation/ Rehabilitation Monitor | | |
| 9910x | Public Service Trainee (Contract Rate) Local 261 | | |

| Class | Title | Biweekly | Approx. Monthly |
|---|---|---|---|
| 9940x | Public Works Aide | 5.63 hr. | |
| 9951x | Neighborhood Youth Corps Trainee | Contract Rate | |
| 9953 | Group Leader, Neighbrhd Yth Corp | Contract Rate | |
| 9957 | Supv, Neighborhood Yth Corp | Contract Rate | |
| 9960x | Asst to Professionals | | |
| 9971x | Community Worker | 677- 818 | 1472-1779 |
| 9990 | Community Liaison Officer (FACE) | 1083-1310 | 2356-2849 |
| A170x | Property Stage Hand | | |
| B152x | Courtroom Clerk | | |
| B160x | Law Clerk | | |
| B164 | Sr Law Clerk | 1131-1368 | 2460-2975 |
| B222x | General Clerk | | |
| B408x | General Clerk-Steno | | |
| B412x | Sr Clerk Stenographer | | |
| B512x | General Clerk-Typist | 617- 745 | 1342-1620 |
| B516x | Sr Clerk-Typist | 728- 878 | 1583-1910 |
| C101x | Dressing Room Attendant | | |
| *153.1x | Vendor Helper (3301) | | |
| *R54x | Athletic Attendant (3210) | | |
| *R101x | Camp Assistant (3264) | | |
| *R102x | Camp Manager (3266) | | |
| W108x | Rides Attendant Helper | | |
| *Y6x | Organist (3530) | | |
| Y14x | Curatorial Assistant | | |

The terms and provisions of this MOU shall also be automatically applicable to any classifications for which the Union has become appropriately recognized during the term of this agreement.

## 2. INTENT

It is the intent of the parties signatory hereto that the provisions of this MOU shall not become binding until adopted or accepted by the City and ratified by the general memberships of the Unions of the Joint Council. Moreover, it is the intent of the City, subject to the Charter, state law, California Constitution, and other applicable bodies of law, to agree on wages, hours and other terms and conditions of employment.

Upon adoption, and except for Departmental MOUs, the provisions of this MOU shall supersede and control over contrary or contradictory ordinances, resolutions, rules or regulations of the City over which the signatories have jurisdiction.

Any provision of this MOU which, pursuant to Charter Section 2.401, is deemed by a Department, Commission, Board or Division to be an administrative matter within its jurisdiction shall be subject, at the option of the Union, to expedited arbitration to determine whether or not the provision is an administrative matter within the jurisdiction of said Department, Commission, Board or Division.

Matters determined to be administrative within the jurisdiction of the Department, Commission, Board or Division shall not be binding upon said Department, Commission, Board or Division unless and until said specific provision(s) have been approved and adopted in writing by the Department, Commission, Board or Division.

The Employee Relations Director and the Union negotiating team shall present a full tentative agreement, signed by the Employee Relations Director and representatives of the Union negotiating team, to the City and the Union general memberships for ratification within sixty (60) days of signing such full tentative agreement together with their recommendations.

Pursuant to the provisions of the Meyers-Milias-Brown Act, as amended, the City agrees to notify the Union in advance of any proposed changes in working conditions within the scope of representation provided however, that consistent with state law in cases of emergency, action may initially be taken on working conditions without meeting the above conditions. In such instances, the City agrees to meet and confer as soon as possible after taking emergency action.

## 3. NO WORK STOPPAGES

It is mutually agreed and understood that during the period this MOU is in force and effect the Union will not authorize or engage in any strike, slowdown, or work stoppage.

4. OBJECTIVE OF THE CITY

It is agreed that the delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City and its employees. Such achievement is recognized to be a mutual obligation of the parties to this MOU within their respective roles and responsibilities.

The Union recognizes the City's right to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees. To the extent required by Government Code Section 3504 and the Employee Relations Ordinance the City shall meet and confer with the Union on the establishment or revision of performance standards or norms.

Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable Charter provisions and rules and regulations of the Civil Service Commission.

5. NO DISCRIMINATION

A. DISCRIMINATION PROHIBITED

The Board of Supervisors and Union agree that no person employed or applying for employment shall in any way be discriminated against because of race, color, creed, religion, sex, national origin, physical handicap, age, political affiliation or opinion, or sexual preference, nor shall a person be the subject of sexual harassment. The Board of Supervisors shall expedite the handling of complaints of sexual harassment pursuant to Section 1.03 F of the Civil Service Rules and Section 16.9-25 of the Administrative Code.

B. NO DISCRIMINATION ON ACCOUNT OF UNION ACTIVITY

Neither the City nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee because of the exercise of rights granted pursuant to the Employee Relations Ordinances of the City and County of San Francisco and the Meyers-Milias-Brown Act.

6. UNION SECURITY

A. Application. Except as provided otherwise herein, the provisions of this Section shall apply to all employees of the City in all classifications represented by SEIU Locals 250, 535 and 790, either jointly or individually, in representation units 1, 2, 4, 6, 8 and 9, when on paid status, except those classifications and individual on-call employees which are employed for less than 20 hours per week (listed in Appendix A).

The provisions of this Section shall not apply to individual employees of the City in representation units 1, 2, 4, 6, 8 and 9 who have been properly and finally determined to be management, confidential or supervisory employees pursuant to Section 16.208 of the Employer-Employee Relations Ordinance.

The Employee Relations Division and representatives of SEIU Locals 250, 535 and 790 shall meet and confer during the term of the Memorandum of Understanding effective on and after July 1, 1985 in order to examine the adequacy of the management, confidential and supervisory definitions contained in the Employee Relations Ordinance and to make recommendations to the Board of Supervisors for their amendment if necessary.

Except when an individual employee has filed a challenge to a management, confidential or supervisory designation, the Employee Relations Director and the Union shall meet as necessary for the purpose of attempting to make such determinations by mutual agreement. The Employee Relations Director shall give the Union no less than ten (10) working days' prior notice of any such proposed designation. Disputes regarding such designations shall be promptly resolved pursuant to Section 16.208(B) of the Ordinance.

For proposed designations of management, confidential or supervisory status made on or after February 1, 1982, the Controller shall continue service fee until such time as the designee's status has been finally determined. For designations proposed on or before January 31, 1982, which are disputed at the time payroll deductions begin, the Controller shall begin service fee with all other employees but shall hold such deductions in a special account for payment to the Union or for refund to the employee following final determination.

B. **Agency Shop.** Effective January 1, 1982 and for the term of this MOU, all current and future employees of the City as described in Section 1 hereof, except as set forth below, shall, as a condition of continued employment, become and remain a member of the Union or, in lieu thereof, shall pay a service fee to the Union. Such service fee payment shall not exceed the standard initiation fee, periodic dues and general assessments (hereinafter collectively termed membership fees) of the Union representing the employee's classification. The exact amount of said fee shall be determined with James Lazarus, Employee Relations Director, after reviewing the financial records of each Union local and consulting with an accountant of his choice and the Union's designated officials. Said records shall remain the property of each Union and shall be treated as confidential.

C. **Religious Exemption.** Any employee of the City in a classification described in Section A hereof, who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and is recognized by the National Labor Relations Board to hold such objections to Union membership, shall, upon presentation of membership and historical objection satisfactory to the City and the Union be relieved of any obligation to pay the required service fee.

D. **Payroll Deductions.** The Union shall provide the Employee Relations Director and the City Controller with a complete list of the City classifications subject to this Section represented by each constituent union of the SEIU Joint Council and a current statement of membership fees. Such list of represented classifications and statement of membership fees shall be amended as necessary. The Controller may take up to 30 days to implement such changes. The Controller shall make required membership fee or service fee payroll deductions solely for the Union representing the employee's

classification as designated on the list submitted by the Union. An employee may, on a voluntary basis, request a payroll deduction for Union membership in another SEIU Local Union, in addition to the service fee deduction.

Effective the first complete pay period commencing after February 1, 1982 (Pay Period #4) and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular periodic payroll warrant of each City employee described in Section A hereof.

Service fees from nonmembers shall be collected by payroll deduction pursuant to Administrative Code Section 16.90. Employees hired on or after February 1, 1982 shall receive and complete at the time of employment an authorization to deduct membership or agency fees. Failure to comply with this Section shall be grounds for termination. The Union, at its option, may elect to waive its right to demand termination and instead utilize judicial process to compel payment.

Effective with the first complete pay period worked by an employee newly employed in a classification described in Section A hereof, and each pay period thereafter, the Controller shall make membership fee or service fee deductions, as appropriate, from the regular payroll warrant of each such employee.

Nine (9) working days following payday, the Controller will promptly pay over to the appropriate Union all sums withheld for membership or service fees. The Controller shall also provide with each payment a list of employees paying service fees. All such lists shall contain the employee's name, employee number, classification, department number and the amount deducted. A list of all employees in represented classes shall be provided to the Union monthly.

Nothing in this Section shall be deemed to have altered the City's current obligation to make insurance program or political action deductions when requested by the employee.

**E. Exempt Employees.** Effective July 1, 1985, employees covered by this MOU not subject to the agency shop requirement set forth above and who have voluntarily joined the Union shall, for the administrative convenience of the parties, be permitted to revoke an authorization for the deduction of union dues during the month of January of any year only. Any request for such revocation shall be delivered in person to the Office of the Controller or may be sent by U.S. Mail to the Controller, Room 109, City Hall, San Francisco 94102. The City shall deliver a copy of any revocation notice to the Union not later than March 1.

**F. Revocation of Agency Shop.** The Agency Shop provision covering any bargaining unit or subunit covered by this Section may be rescinded by a majority vote of all employees in such unit or subunit, provided that (1) a request for such a vote is supported by a petition containing the signatures of at least thirty (30) percent of the employees in the unit or subunit, and verified by the Employee Relations Division; (2) such vote is by secret ballot; and (3) such vote may be taken at any time during the term of this MOU but in no event shall there be more than one vote taken during such term. The Employee Relations Director shall consult with the Joint Council and promulate rules necessary for the conduct of said elections by January 15, 1982.

Service fee deductions shall not begin during payroll period #4 in a bargaining unit or subunit which submits the required petition on or before January 29, 1982. The City shall conduct an election during the month of February, provided that should such an election not be held, deductions shall begin during payroll period #6 and remain in effect pending the outcome of said election, unless the Union requests a further delay in the implementation of the deductions.

For petition and election purposes, the time roll master, updated with non-plated employees, shall be used.

G. **Financial Reporting.** Hospital and Institutional Workers, Local 250 and Social Services Union, Local 535 shall annually provide the Employee Relations Director with copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959. United Public Employees, Local 790 shall annually provide the Employee Relations Director with a copy of the financial report required pursuant to Section 3546.5 of the Education Code. Copies of such reports shall be made available to employees subject to the Agency Shop provisions of this MOU upon request by such employee at the offices of the Union.

H. **Indemnification.** The Union agrees to indemnify and hold harmless the City for any loss or damage arising from the operation of this MOU.

## 7. PAYROLL PROCEDURES

City and departments agree to take necessary action in the annual budget process and through the supplemental appropriation process, if necessary, to assure that the departmental overtime accounts will have sufficient funds to pay overtime and holiday pay throughout the fiscal year.

The Controller agrees to process and distribute all holiday and overtime paychecks within two (2) payperiods of the Controller's receipt of appropriate timerolls from each department.

Subject to the Union's approval, support and cooperation in the replacement of the anticipated payroll system, the Board of Supervisors will take whatever budgetary action is necessary to insure that the new payroll personnel system is operational not later than January 1, 1985.

## 8. OFFICIAL REPRESENTATIVES AND STEWARDS

### A. Official Representatives.

(1) The Union may select as many as one employee member of such organization from the appropriate unit represented by such organization, and one additional such employee member for each two hundred and fifty (250) employees in such unit; or fraction thereof, in excess of two hundred (200) employees in such unit, to attend, during regular duty or work hours without loss of compensation, meetings scheduled with the Director of Employee Relations, the appointing officer or a board or commission when such meetings

have been scheduled for the purpose of meeting and conferring on matters within the scope of representation affecting such appropriate unit, and to participate in the discussions, deliberations, and decisions at such meetings. The selection of such employee members, or substitutions or replacements therefor, and their attendance at meetings during their regular duty or work hours, shall be subject to the following:

(a) The organization's duly authorized representative shall inform in writing the department head or officer under whom each selected employee member is employed that such employee has been selected.

(b) No selected member shall leave the duty or work station, or assignment without specific approval of the employee's department head or other authorized executive management official.

(c) In scheduling meetings due consideration shall be given to the operating needs and work schedules of the department, division, or section in which the employee members are employed.

B. Stewards.

(1) The Union shall furnish the City with an accurate list of shop stewards in designated units. The Union may submit amendments to this list at any time because of the permanent absence of a designated shop steward. If a shop steward is not officially designated in writing, by the Union, none will be recognized for that area or shift.

(2) The Union recognizes that it is the responsibility of the shop steward to assist in the resolution of grievances at the lowest possible level.

(3) Upon notification of an appropriate management person, stewards or designated officers of the Union, subject to management approval which shall not be unreasonably withheld, shall be granted reasonable release time to investigate and process grievances and appeals. Stewards shall advise their supervisors of the area or work location where they will be investigating or processing grievances. The Union will attempt to insure that shop steward release time will be equitably distributed.

(4) In emergency situations, where immediate disciplinary action must be taken because of a violation of law or a City departmental rule (intoxication, theft, etc.) the shop steward shall not unreasonably be denied the right to leave his/her post or duty to assist in the grievance procedure.

(5) Shop stewards shall not interfere with the work of any employee. It shall not constitute interference with the work of an employee for a shop steward, in the course of investigating or processing a grievance, to interview an employee during the employee's duty time.

(6) Shop Stewards shall receive timely notice of and shall be permitted to make appearances at departmental orientation sessions in order to distribute Union materials and to discuss employee rights and obligations under this MOU.

9. **BULLETIN BOARDS, INTER-OFFICE MAIL, UNION ACCESS AND LEGAL MATERIALS**

Reasonable space shall be allowed on bulletin boards for use by the Union to communicate with employees as may be agreed between the Union and the affected department head in a supplemental MOU.

The Union may make reasonable use of the City's interoffice mail system to communicate with appointing officers, personnel officers, stewards and officers of the Union.

The Union shall have reasonable access to all work locations to verify that the terms and conditions of this MOU are being carried out and for the purpose of conferring with employees provided that access shall be subject to such rules and regulations as may be agreed to by the department and the Union. Disputes arising pursuant to said rules and regulations shall be referred to a panel comprised of a representative of the Employee Relations Division and the Union.

The City shall provide the Library with the following items, not to exceed fifteen (15) sets, to be placed at libraries selected by the Librarian: Charter, San Francisco Administrative Code, Salary Standardization and Annual Salary Ordinances, Civil Service Rules and this MOU.

10. **UNIFORM ALLOWANCE FOR UNIT 9 EMPLOYEES**

The City shall provide a uniform allowance for the workers in the classifications set forth below:

The departments shall meet and confer regarding the style and color of new uniforms provided under this section.

3280 Asst Recreation Director ) Windbreakers and patches
3284 Recreation Director ) only if assigned to
3287 Asst Recreation Supervisor ) playground.
8202 Security Guard
8204 Institutional Policeman
8205 Institutional Police Sergeant
8207 Building and Grounds Patrolman
8208 Park Patrolman
8214 Parking Control Officer
8215 Traffic Control Officer
8217 Station Officer
8222 Armored Truck Guard
8226 Museum Guard
8228 Senior Museum Guard
8274 Police Cadet
8301 Sheriff's Property Keeper
8303 Sheriff's Civil Process Assistant
8316 Assistant Counselor
*9210 Airport Police
*9212 Airfield Safety Officer

*9213 Senior Airfield Safety Officer
9350 Harbor Police Officer
9901 Police Officer Specialist Youth Program

*The provisions of this Section shall not adversely affect employees in these classes which already receive uniform allowance under another arrangement.

Employees in Classification 8482 Crime Prevention Worker shall be provided sufficient protective clothing to be worn when employees in that classification are required to work in the rain. Sufficient raingear shall be determined initially by a representative of the Police Department, a representative of the Union and the Employee Relations Director. Raingear shall be available July 1, 1985. The total cost to the City of this proposal shall not exceed Five Thousand (5,000) Dollars.

A. Uniform Specifications. Specifications for uniforms subject to this MOU including prescribed items, optional items, and rain gear, shall be prepared by the appointing officer, after consultation with the Union and the Purchaser but such specifications must not be so narrowly drawn as to prevent or unreasonably prohibit competitive bidding.

B. Termination or Change of Employment; Return of Uniforms. Upon termination of employment or upon change to a position which does not require wearing of uniforms, each employee having in his/her possession uniform items owned or leased by City must deliver such items, in good condition, reasonable wear and tear expected and which are less than one (1) year old, to such location as may be designated by the appointing officer or department head or pay for uniform items not so delivered at the rate of sixty (60) percent of the City's purchase price where less than three (3) months have elapsed between delivery by the successful bidder and the date of termination or change; forty (40) percent of City's purchase price where more than three (3) but less than six (6) months have so elapsed; twenty (20) percent where more than six (6) but less than nine (9) months have so elapsed; and ten (10) percent where more than nine (9) but less than twelve (12) months have so elapsed.

C. Replacement of Uniforms. Replacements for uniforms, regardless of source, shall be acquired by purchase or lease by the City and furnished to the members as indicated in this MOU as the items wear out but not more than one uniform shall be acquired by the City and County in any twelve month period for the use of one employee enumerated herein, provided however that any employee entitled to a uniform allowance under this MOU may be furnished two replace ment shirts or blouses in any twelve month period or a full or partial replacement of the uniform when the department determines that the uniform has been damaged in the course of the employee's duties for the City.

D. Uniforms Under Term Award Contract. The Purchaser shall have the power to enter into a term award contract to supply uniform items or to supply such items by lease or rental for the use of employees specified in this agreement as being entitled a uniform allowance to wear same while on duty.

E. Uniform Supply Records. Each employee receiving a uniform pursuant to the provisions of this MOU shall maintain a record for not less than one (1) year following the date the uniform items were delivered to each such employee of uniform items so supplied.

F. Exclusion. The provisions of this Section (11) shall not apply to employees in Emergency Medical Services inasmuch as they are covered by specific provisions of the San Francisco Administrative Code and it is agreed that said provisions relating to uniform allowance and replacement shall remain in effect for the term of this MOU.

## 11. UNIFORM ALLOWANCE FOR DEPT OF PUBLIC HEALTH EMPLOYEES

Employees, excluding as-needed employees, who are required to wear and supply their own uniform or lab coat or smock in the course of their duties and who are employed on September 1 of any year covered by this MOU, shall be paid an annual uniform allowance of One Hundred Seventy-Five (175) Dollars, or, in the case of lab coats or smocks, One Hundred (100) Dollars no later than December 1 of each year. As-needed employees, if any, who have received a uniform allowance pursuant to the provisions of the prior MOU shall continue to receive a uniform allowance pursuant to this section for the term of this MOU, if otherwise eligible.

## 12. STATE UNEMPLOYMENT AND DISABILITY INSURANCE

A. Upon certification by the Union that one or more representation units covered by this MOU desires to be enrolled in the State Disability Insurance Program, the Board of Supervisors shall immediately take any and all necessary action to enroll such representation units and all employees therein. The Union shall certify to the Employee Relations Director which representation units desire to be enrolled for SDI no later than forty-five (45) days prior to SDI's quarterly enrollment dates and the Board shall take necessary action to enroll such employees in time for the next SDI enrollment date.

B. In the event any bargaining unit covered by this MOU elects coverage in State Disability Insurance as provided in paragraph (A) of this Section, the payment of sick leave pursuant to Rule 23 of the Civil Service Commission shall not affect and shall be supplementary to payments from State Disability Insurance. An employee entitled to SDI shall receive in addition thereto such portion of his/her accumulated sick leave with pay as will equal, but not exceed, the regular biweekly gross earnings of the employee, including any regularly paid premiums. Such supplementary payments shall continue for the duration of the employee's illness or disability or until sick leave with pay credited to the employee is exhausted, whichever occurs first.

C. The City agrees to continue participating in the State Unemployment Insurance Program as long as applicable laws so require.

13. DISABILITY BENEFITS FOR AMBULANCE DRIVERS AND MEDICAL STEWARDS

The City agrees not to amend Section 16.171 of the San Francisco Administrative Code relating to disability benefits for Ambulance Drivers and Medical Stewards during the term of this MOU.

14. SUBCONTRACTING OF WORK

The City agrees to notify the Union as soon as practicable but in no event later than the date the Purchaser is sent bid requirements, when contracting out of a City service is contemplated and authorization of the Board of Supervisors is necessary in order to enter into said contract. Upon request by the Union, the City shall make available for inspection any and all pertinent background and/or documentation relating to the service contemplated by the City to accomplish the contracting out. The City agrees to hold informational meetings with the Union to discuss and attempt to resolve issues relating to

(1) Possible alternatives to subcontracting;

(2) Questions regarding current and intended levels of service;

(3) Questions regarding the Controller's certification pursuant to Charter Section 8.300-1;

(4) Questions relating to possible excessive overhead in the City's administrative-supervisory/worker ratio; and

(5) Questions relating to the affect on individual worker productivity by providing labor saving devices.

The City agrees that it will take all appropriate steps to insure the presence at said meetings of those officers and employees (excluding the Board of Supervisors) of the City who are responsible in some manner for the decision to contract out so that the particular issues may be fully explored by the Union and the City.

15. REIMBURSEMENT OF WORK-RELATED EXPENSES

A. The City shall provide City vehicles for the use of City employees while traveling in the course of their duties for the City. In the event such vehicles are not available, the appointing officer may request employees to use their own vehicle for City business. Employees using their own vehicle for City business shall be reimbursed for expenses incurred at the rate of Twenty-Five (25) Cents per mile for miles driven from a starting point to a destination point both which are within the boundaries of the City and County of San Francisco and at the rate of Twenty-Two (22) Cents per mile for miles driven to or from points outside the boundaries of the City and County and for all necessary parking and toll expenses.

The above mileage rate shall be increased each calendar quarter by one cent per mile for each ten cents increase in the average cost of gasoline as defined for "gasoline all types" per gallon in the Energy Report published by the Bureau of Labor Statistics, U.S. Department of Labor. The base period

against which increases shall be measured shall be the average price per gallon established for July 1, 1982. Said rate shall be fixed by the Controller within two weeks of his receipt of the above report.

B. The City shall reimburse employees for the cost of telephone calls made by the employee while in the course of the employee's duties for the City. The Police Department shall provide each employee in the classification 8214 Parking Control Officer who has at least six (6) months of continuous service with the City as of September 1 of any year with a Thirty-Two (32) Dollar annual payment, payable not later than December 1 of each year, as a reimbursement for the expense of phoning in during on-duty hours. An employee shall be considered to be continuously employed if he/she was in paid status cumulatively for five (5) of the required six (6) months.

C. The Board of Supervisors shall amend the provisions of Sections 10.25-1 through 10.25-8 of the Administrative Code to provide for reimbursement of property stolen in the course of the employee's duties for the City in addition to reimbursement for property damaged or destroyed in the course of duty as already provided.

An employee whose equipment or property is damaged, destroyed or stolen through no fault of his/her own, while in the course of his/her duties for the City, shall submit a claim to the department head with all available documentation not later than thirty (30) calendar days after the date upon which such damage, destruction or theft is alleged to have occurred.

D. City employees shall be reimbursed for the reasonable and actual costs of meals upon presentation of receipts in the following circumstances:

(1) When an employee is required by his/her department to attend a meeting at which a meal is served and such meal is billed to the employee.

(2) When an employee is traveling overnight out of the City on City business.

## 16. ADMINISTRATIVE PROVISIONS

Many provisions of this MOU are excerpted in whole or in part from the provisions of the 1985-1986 or 1986-87 Salary Standardization Ordinance. When such is the case, the section will be designated "EXCERPTED" and it is the intent that said language shall in no way amend or alter the meaning, interpretation or the administration of the Administrative Provisions of the 1985-87 Salary Standardization Ordinances.

When provisions of this MOU relate the same subject matter as provisions in the 1985-87 Standardization Ordinances but make changes therein and said section or provisions are not designated "EXCERPTED" then said provisions shall prevail.

17. **WORK SCHEDULES "EXCERPTED" SSO SECTION II**

**A. Normal Work Schedules**

(1) Unless otherwise provided in this ordinance, a normal workday is a tour of duty of eight (8) hours completed within not more than nine (9) hours.

Upon request of the appointing officer, the Civil Service Commission may authorize work schedules for executive, administrative or professional employees which are comprised of eight (8) hours within twelve (12) or a forty (40) hour workweek in four (4), five (5) or six (6) consecutive days. Such change in the number of workdays shall not alter the basis for, nor entitlement to, receiving the same rights and privileges as provided all five-(5)day, forty-(40)hour-a-week employees.

(2) A normal workweek is a tour of duty on each of five (5) consecutive days.

(3) Exceptions:

(a) The 20-20 educational program;

(b) Specially funded training programs approved by the Civil Service Commission;

(c) **Educational and Training Courses** - Regular permanent Civil Service employees may, on a voluntary basis with approval of the appointing officer, work a forty-(40)hour week in six (6) days when required in the interest of furthering the education and training of the employee;

(d) Employees of the Public Library Department may on a voluntary basis work a forty (40) hour week in six (6) consecutive days. The City agrees to provide the Library Department with sufficient salary funds to pay reduced workweek Library employees cash for time worked in excess of his/her reduced workweek schedule up to forty (40) hours, provided however that reduced workweek employees may, at their option, receive payment in cash or compensatory straight time up to forty (40) hours.

The Library will adjust prorated holidays to reflect actual hours worked up to forty (40) hours.

(e) On operations conducted at remote locations (limited to Hetch-Hetchy Project only for Painters and related classes) where replacements are not readily available, or on operations involving changes in shifts, or when other unusual circumstances warrant, the appointing officer, with the approval of the Civil Service Commission, may arrange work schedules averaging five (5) days per week over a period of time, but consisting of more than five (5) consecutive days per week with the accumulation of normal days off to be taken at a later date. Such schedules shall be the normal work schedules for such operations.

(f) Employees shall receive no compensation when properly notified (two (2) hour notice) that work applicable to the classification is not available because of inclement weather conditions, shortage of supplies, traffic conditions, or other unusual circumstances. Employees who are not

properly notified and report work and are informed no work applicable to the classification is available shall be paid for a minimum of two (2) hours. Employees who begin their shifts and are subsequently relieved of duty due to the above reasons shall be paid a minimum of four (4) hours, and for hours actually worked beyond four (4) hours, computed to the nearest one-quarter (1/4) hour.

(g) Special Educational Leave for Health Personnel - Each regular fulltime employee who has served in a classification which requires registration as a Registered Nurse or Licensed Vocational Nurse and the following enumerated classes which require a valid license shall be allowed a maximum of forty (40) hours educational leave with pay per fiscal year to attend formally organized courses, institutes, workshops or classes that relate to the particular classifications' studies.

Employees referred to below must be employed by the City as regular fulltime employees for at least ninety (90) continuous calendar days before they are entitled to take such educational leave. It is the intent of the Board of Supervisors that leave pursuant to this paragraph shall be granted subject only to the reasonable staffing requirements of the departments and that in the granting of such leave, preference shall be given to the employee having the earliest relicensure date.

2304 Psychiatric Orderly
2305 Psychiatric Technician
2306 Senior Psychiatric Orderly
2390 Central Processing and Distribution Technician
2392 Senior Central Processing and Distribution Technician
2425 Radiological Technician I ) When assigned to Ultrasound
2426 Radiological Technician II ) equipment.
2427 Radiological Technician III )

Employees in classifications listed below who, as a condition of employment, are required to obtain or maintain an appropriate state license under the Carpenter Bill shall be granted a total of twenty (20) hours per employee of educational leave pursuant to this Section.

2920 Medical Social Worker
2922 Senior Medical Social Worker
2930 Psychiatric Social Worker
2932 Senior Psychiatric Social Worker
2934 Chief Psychiatric Social Worker

(h) City-Wide Voluntary Reduced Workweek. Employees in any classification, upon the recommendation of the appointing officer and subject to the approval of the General Manager, Personnel, may voluntarily elect to work a reduced workweek for a specific period of time. Such reduced workweek shall not be less than twenty (20) hours per week nor for less than three (3) continuous months during the fiscal year. Pay, vacation, holidays and sick pay and any other benefits shall be reduced in accordance with such reduced workweek.

(i) **Normal Work Schedules**. Upon request of the Union to any City department, the Board of Supervisors authorizes any department head, board or commission to meet and confer with the Union on proposals offered by the Union or the department relating to alternate scheduling of working hours for all or part of a department. Such proposals may include, but are not limited to, core-hour flextime, fulltime workweeks of less than five (5) days or a combination of plans which are mutually agreeable to the Union and the department concerned. It is the intent of the Board that the workyear shall continue to be two thousand eighty (2080) hours (2088 in leap years) and that overtime shall be earned on a daily and/or weekly basis, provided, however, the Union and the affected department may mutually agree on cost equivalent alternative scheduling practices. Any such agreement shall be submitted in ordinance form to the Board of Supervisors for its approval or rejection.

(j) The work schedules for employees in Class 8214 Parking Control Officer shall be as set forth in a memorandum of understanding between the Union representing said employees and the City.

C. **Parttime Work Schedules**. A parttime work schedule is a tour of duty of less than forty (40) hours per week.

## 18. OVERTIME COMPENSATION

A. Appointing officers may require employees to work longer than the normal workday or the normal workweek. Whenever possible, overtime shall be distributed on a voluntary, rotational basis subject to employee qualification to perform the required assignment. Appointing officers shall give due consideration to seniority as one of the factors in assigning overtime work. Each department shall permit inspection of its overtime records by the Union steward or chairperson. Appointing officers shall give as much notice as possible of available overtime to be worked. Any time worked under the proper authorization of the appointing officer or his/her designated representative or any hours suffered to be worked by an employee, exclusive of parttime employees, in excess of the regular or normal workday or week shall be designated as overtime and shall be compensated at one and one-half times the base hourly rate which may include night differentials if applicable. Overtime compensation so earned shall be computed subject to all the provisions and conditions set forth herein.

No appointing officer shall require an employee not designated by a "Z" symbol in the Annual Salary Ordinance to work overtime when it is known by said appointing officer that funds are not legally available to pay said employee, provided that an employee may voluntarily work overtime under such conditions in order to earn compensatory time off at the rate of time and one-half (1/2), pursuant to the provision for "non-Z" designated employees set forth below.

Within thirty (30) days of a tentative agreement on this MOU, representatives of the Board of Supervisors, the Union, the Civil Service Commission, the Library Department, the Recreation and Parks Department, the Planning Department and the Department of Social Services shall meet to determine recommendations on deletions of "Z" status for various professional classifications in said departments. Recommendations of this group shall be

made not later two weeks prior to the deadline for amendments to the 1983-84 Annual Salary Ordinance.

Employees working in Classification 8214 when assigned to a workweek that contains nonconsecutive days off shall be compensated at the applicable overtime rate for the day worked after the first designated day off for said week. This overtime rate shall only be paid if the employee works forty (40) hours on paid status in the "split days off" workweek.

B. Employees occupying executive, administrative, or professional positions designated by a "Z" symbol in the Annual Salary Ordinance shall not be paid for overtime worked but may be granted compensatory time off at the rate of one and one-half (1-1/2) times for time worked in excess of normal work schedules.

Non "Z" designated employees who are required or suffered to work overtime shall be paid in salary unless the individual employee requests compensatory time off in lieu of paid overtime providing the request is approved by the appointing officer. Compensatory time shall be earned at the rate of time and one-half (1-1/2). Request to receive compensatory time shall be made in writing and shall be submitted to the appointing officer or other designated representative as soon as possible and in no event later than the end of the first pay period following the pay period in which the overtime was worked. In lieu compensatory time off shall be taken at a time mutually agreeable to the employee and the appointing officer in the fiscal year earned subject to the following conditions:

(1) If the appointing officer and the employee are unable to mutually agree on when time off shall be taken, any accrued time off shall be paid at the end of the fiscal year; or

(2) if the appointing officer and the employee mutually agree, compensatory time off may be taken during the succeeding six (6) month period following the end of the fiscal year in which the compensatory time was earned. However, if the compensatory time cannot be enjoyed by the employee in said subsequent six (6) month period, s/he shall be paid in cash.

C. Notwithstanding these provisions, departments shall meet and confer upon request of the Union on alternative assignment provisions.

19. **ADDITIONAL COMPENSATION "EXCERPTED" SSO SECTION IV**

**A. Night Duty.**

Employees shall be paid six and one-quarter (6-1/4) percent more than the base rate for each hour worked between 5:00 pm and 7:00 am if the employee works at least one (1) hour of his/her shift between 5:00 pm and 7:00 am.

Effective July 1, 1986, the night duty rate shall be eight (8) percent more than the base rate.

(1) For Class

7410 Automotive Service Worker
7412 Automotive Service Worker Assistant Supervisor
9102 Transit Car Cleaner
9104 Transit Car Cleaner Assistant Supervisor
9106 Transit Car Cleaner Supervisor I
1731 Computer Operator Trainee
1734 EDP Equipment Operator Trainee
1736 EDP Equipment Operator
1737 Senior EDP Equipment Operator
1738 EDP Shift Supervisor
1741 Senior EDP Shift Supervisor
1868 Teleprocessing Technician

any shift immediately following a regular day shift or commencing during any period of a day shift shall be considered a night shift and employees working on such shift shall be paid ten (10) percent above the regular day shift as set forth herein. A subsequent shift shall be known as a midnight shift and shall be paid fifteen (15) percent above the regular day rate.

(2) The following classes as set forth in Section IV.A(6) (SSO) with working shifts designated by the Department of Public Health to be evening and night shifts shall be paid eight (8) percent above the regular day shift as set forth herein, excepting those employees participating in an authorized flextime program and who voluntarily work during hours otherwise designated as an evening or night shift:

I120 Senior Orderly, 2120 Institutional Admitting Officer, 2130 Emergency Hospital Service Asst Supt, 2132 Emergency Service Supt, 2301 Orderly Trainee, 2302 Orderly, 2304 Psychiatric Orderly, 2305 Psychiatric Technician, 2306 Senior Psychiatric Orderly, 2310 Operating Room Technician, 2312 Licensed Vocational Nurse, 2390 Central Supply Processing & Distribution Technician, 2392 Senior Central Processing & Distribution Technician, 2406 Pharmacy Helper, 2408 Senior Pharmacy Helper, 2409 Pharmacy Technician, 2416 Bacteriological Laboratory Asst, 2420 Histology Technician, 2440 Veterinary Laboratory Technician, 2502 Sterilizer Operator, 2514 Orthopedic Technician I, 2515 Orthopedic Technician II, 2517 Jail Medical Technician, 2520 Morgue Attendant, 2522 Senior Morgue Attendant, 2526 Ambulance Driver, 2528 Medical Steward, 2530 Senior Medical Steward, 2585 Health Worker I, 2586 Health Worker II, 2587 Health Worker III, 2588 Health Worker IV, 2589 Health Program Coordinator I, 2591 Health Program Coordinator II, 2593 Health Program Coordinator III, 7303 Barber, 7324 Beautician

B. Extended Tour of Duty.

An extended tour of duty shall be a tour of duty of eight (8) hours' work completed within eleven (11) consecutive hours but extended over more than nine (9) hours. There shall be only one split in any tour of duty. Employees on an extended tour of duty shall be paid for time actually worked and shall be paid fifty (50) percent above their base rate after the ninth (9th) hour. These provisions shall not apply to executive, administrative or professional employees, employees in Class 2220 Physician assigned to emergency hospital services, and to Stationary Engineers and related classes.

**Exception** - Employees of Camp Mather who during the summer season work a tour of duty of eight (8) hours completed within thirteen (13) consecutive hours shall be paid One Dollar Fifty Cents ($1.50) per day above the compensation to which they are otherwise entitled.

C. **Bi-Lingual Pay.**

Employees who are assigned by their department to a "designated bilingual position" shall be granted additional compensation of Nineteen (19.00) Dollars biweekly. This compensation shall be increased to Twenty (20.00) Dollars biweekly effective July 1, 1986. A "designated bilingual position" is a position designated by the department which requires translating to and from a foreign language including sign language for the deaf and braille for the blind, a minimum of ten (10) hours biweekly.

D. **Supervisory Differential Adjustment.**

The Civil Service Commission is hereby authorized to adjust the compensation of a supervisory employee whose schedule of compensation is set herein subject to the following conditions:

(1) The supervisor, as part of the regular responsibilities of his/her class, supervises, directs, is accountable for and is in responsible charge of the work of a subordinate or subordinates.

(2) The organization is a permanent one approved by the appointing officer, Chief Administrative Officer, board or commission, where applicable, and is a matter of record based upon review and investigation by the Civil Service Commission.

(3) Both the supervisor and subordinate have been appointed on a permanent basis to their respective fulltime positions.

(4) The classifications of both the supervisor and the subordinate are appropriate to the organization and have a normal, logical relationship to each other in terms of their respective duties and levels of responsibility and accountability in the organization.

(5) The compensation schedule of the supervisor is less than five (5) percent or one (1) full step over the compensation schedule, exclusive of extra pay, of the employee supervised.

(6) The adjustment of the compensation schedule of the supervisor shall be to the nearest compensation schedule representing, but not exceeding five (5) percent or one (1) full step over the compensation schedule, exclusive of extra pay, of the employee supervised.

If the application of this section adjusts the rate of pay of an employee in excess of his/her immediate supervisor, the pay of such immediate supervisor shall be adjusted to an amount One Dollar ($1.00) biweekly in excess of the base rate of his/her highest paid subordinate, provided that the applicable conditions under paragraph "D" are also met.

(7) The decision of the Civil Service Commission as to whether the compensation schedule of a supervisory employee shall be adjusted in accordance with this section shall be final.

(8) Compensation adjustments are effective retroactive to the beginning of the current fiscal year or the date in the current fiscal year upon which the employee became eligible for such adjustment under these provisions.

(9) In no event will the Civil Service Commission approve a supervisory salary adjustment in excess of ten (10) percent or two (2) full steps over the supervisor's current basic compensation. If, in the following fiscal year, a salary inequity continues to exist, the Civil Service Commission may again review the circumstances and may grant an additional salary adjustment not to exceed ten (10) percent or two (2) full steps.

(10) It is the responsibility of the appointing officer immediately to notify the Civil Service Commission of any change in the conditions or circumstances that were and are relevant to a request for salary adjustment under this section either acted upon by or pending before the Civil Service Commission.

**E. Standby Pay**

Employees who, as part of the duties of their positions are required by the appointing officer to stand by when normally off duty to be instantly available on call for immediate emergency service for the performance of their regular duties, shall be paid twenty-five (25) percent of their regular straight time rate of pay for the period of such standby service, except that employees shall be paid ten (10) percent of their regular straight time rate of pay for the period of such standby service when outfitted by their Department with an electronic paging device, and the employee voluntarily accepts said standby service. When such employees are called on to perform their regular duties in emergencies during the period of such standby service, they shall be paid while engaged in such emergency service the usual rate of pay for such service as provided herein. Notwithstanding the general provisions of this section, standby pay shall be allowed in Classes 1738 Electronic Data Processing Shift Supervisor, 1741 Senior Electronic Data Processing Shift Supervisor, 1864 Senior Systems and Procedures Analyst, 1872 Programmer Analyst, and 1873 Software Analyst and shall not be allowed in classes whose duties are primarily administrative in nature.

No employee shall be compensated for standby service unless the appointing officer assigns said employee to such standby service and until funds for the compensation for such standby service have been appropriated by the Board of Supervisors.

Provided, however, that when the Sheriff determines that emergency circumstances exist which require standby services of sworn personnel in the Sheriff's Department, the Sheriff may file said report of necessity for standby service with the Civil Service Commission within ten (10) calendar days following such emergency circumstances.

F. Callback Pay.

Every fulltime employee in Classes 1428 Ward Clerk, 2302 Orderly, 2304 Psychiatric Orderly, 2305 Psychiatric Technician, 2306 Sr Psychiatric Technician, 2312 Licensed Vocational Nurse, 2425 Radiologic Technologist I, 2426 Radiologic Technologist II, 2427 Radiologic Technologist III and 9110 Fare Collections Receiver shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when said employee is off on the weekend or two (2) consecutive days off, and of at least thirty-one (31) hours between shifts when said employee is off on a holiday or on a single day off. All hours worked within the above rest periods shall be paid at the rate of time and one-half (1-1/2) or in compensatory time at the rate of time and one-half (1-1/2) as determined by the 1985-87 Annual Salary Ordinances (Section 1.3).

This provision may be waived on the request of said employee and the approval of the appointing officer or appropriate designated representative. Employees on callback resume their regular work schedule on the day after callback. If his/her regular schedule calls for him/her to come in within eight (8) hours after callback, the employee has the option to not work or work at time and one-half (1-1/2) until s/he has twelve (12) consecutive hours' rest time.

Employees called back to their work locations, except those at remote locations where City-supplied housing has been offered, shall be granted a minimum of four (4) hours pay at the applicable rate or shall be paid for all hours actually worked at the applicable rate, whichever is greater. The employee's workday shall not be adjusted to avoid the payment of this minimum.

G. Mace Training.

Departments may designate employees, other than uniformed members of the Police and Sheriff's Departments, but including Parking Control Officers, whose position, hours and/or work location would warrant training in the use of mace. Training shall be given at no cost to the employee. An initial supply of Mace, replacement when needed, and a suitable holder shall be provided at no cost to the employee. Benefits provided by this Section shall not exceed a total cost to the City of Ten Thousand (10,000) Dollars in any fiscal year.

H. Word Processing Premuim.

Employees who have satisfactorily completed training in word processing and have been assigned word processing duties by their appointing officers shall be paid an Eighty-Six (86) Cents per hour premium above the salary to which they are entitled for such time as they are assigned to and actually work with word processing equipment. Effective July 1, 1986, this premium shall be increased to Ninety-One (91) Cents per hour. "Word processing" shall be defined as the clerical process of typing documents into a computerized memory and printing system; revising and editing said documents; retrieving a completed document from said system and does not include data entry operations.

20. **HOLIDAYS** "EXCERPTED" SSO SECTION VI with the exception of the third paragraph in "A"

Except as otherwise provided in the Salary Ordinance, and except when normal operations require, or in an emergency, employees shall not be required to work on the following days hereby declared to be holidays for such employees:

January 1, the day designated for observation of Martin Luther King, Jr.'s Birthday, February 12 (Lincoln's Birthday), the third Monday in February (Washington's Birthday), the last Monday in May, July 4, first Monday in September (Labor Day), September 9 (Admission Day), the second Monday in October (Columbus Day), November 11, Thanksgiving Day, December 25, any day declared to be a holiday by proclamation of the Mayor after such day has heretofore been declared a holiday by the Governor of the State of California or the President of the United States, and two additional holidays to be taken on days selected by the employee subject to the approval of the appointing officer. Both fulltime and parttime temporary employees must complete six (6) months' continuous service before receiving the additional days; provided that parttime temporary employees who are not regularly scheduled, but are employed on an as needed, irregular intermittent or other irregular basis are ineligible for the additional days. Provided further, if January 1, February 12, July 4, September 9, November 11 or December 25 falls on a Sunday, the Monday following is a holiday.

In the event a legal holiday falls on Saturday, the preceding Friday shall be observed as a holiday; provided, however, that except where the Governor declares that such preceding Friday shall be a legal holiday, each department head shall make provision for the staffing of public offices under his/her jurisdiction on such preceding Friday so that said public offices may serve the public as provided in Section 7.702 of the Charter. Those employees who work on a Friday which is observed as a holiday in lieu of a holiday falling on Saturday shall be allowed a day off in lieu thereof as scheduled by mutual agreement with the appointing officer within one (1) calendar year of the date of the holiday.

The San Francisco Unified School District and San Francisco Community College District may, for its own employees and employees regularly assigned from other departments, substitute for the holidays declared above an equal number of different holidays.

**B. Holiday Compensation for Time Worked**

Employees required by their respective appointing officers to work on any of the above-specified or substitute holidays, excepting Fridays observed as holidays in lieu of holidays falling on Saturday, shall be paid extra compensation of one (1) additional day's pay at time and one-half (1-1/2) the usual rate in the amount of twelve (12) hours' pay for eight (8) hours worked or a proportionate amount of less than eight (8) hours worked; provided, however, that at an employee's request and with the approval of the appointing officer, an employee may be granted compensatory time off in lieu of paid overtime pursuant to the provisions of Section V (B) of the Salary Standardization Ordinance.

Executive, administrative and professional employees designated in the Annual Salary Ordinance with the "Z" symbol shall not receive extra compensation for holiday work but may be granted time off equivalent to the time worked at the rate of one and one-half (1-1/2) times for work on the holiday.

C. **Holidays for Employees on Work Schedules Other Than Monday Thru Friday**

Employees assigned to seven-(7) day operation departments or employees working a five-(5) day workweek other than Monday through Friday shall be allowed another day off if a holiday falls on one of their regularly scheduled days off. Employees whose holidays are changed because of shift rotations shall be allowed another day off if a legal holiday falls on one of their days off.

If the provisions of this section deprive an employee of the same number of holidays that an employee receives who works Monday through Friday, s/he shall be granted additional days off to equal such number of holidays. The designation of such days off shall be by mutual agreement of the employee and the appropriate supervisor with the approval of the appointing officer. Such days off must be taken within the fiscal year. In no event shall the provisions of this section result in such employee receiving more or less holidays than an employee on a Monday through Friday work schedule.

Departments will use their best efforts to grant each employee qualifying for paid holidays at least one (1) of the following two (2) holidays off: Christmas Day and the following New Year's Day.

D. **Holiday Pay for Employees Laid Off.**

An employee who is laid off at the close of business the day before a holiday who has worked not less than five (5) previous consecutive workdays shall be paid for the holiday.

E. **Employees Not Eligible for Holiday Compensation.**

Persons employed for holiday work only, or persons employed on a parttime work schedule which is less than twenty (20) hours in a biweekly pay period, or persons employed on an intermittent parttime work schedule (not regularly scheduled), or persons on leave without pay status both immediately preceding and immediately following the legal holiday shall not receive holiday pay.

F. **Parttime Employees Eligible for Holidays.**

Parttime employees who regularly work a minimum of twenty (20) hours in a biweekly pay period shall be entitled to holidays as provided in Section VI.A on a proportionate basis.

Regular fulltime employees are entitled to 8/80 or 1/10 time off when a holiday falls in a biweekly pay period, therefore, parttime employees, as defined in the immediately preceding paragraph, shall receive a holiday based upon the ratio of 1/10 of the total hours regularly worked in a biweekly pay

period. Holiday time off shall be determined by calculating 1/10 of the hours worked by the parttime employee in the biweekly pay period immediately preceding the pay period in which the holiday falls. The computation of holiday time off shall be rounded to the nearest hour.

The proportionate amount of holiday time off shall be taken in the same fiscal year in which the holiday falls. Holiday time off shall be taken at a time mutually agreeable to the employee and the appointing officer.

G. Time Off for Voting.

If an employee does not have sufficient time to vote outside of working hours, the employee may request so much time off as will allow time to vote, in accordance with the State Election Code.

## 21. SALARY STEP PLAN AND SALARY ADJUSTMENTS

A. Salary Step Plan. Appointments to positions in the City and County service shall be at the entrance rate established for the position except as otherwise provided herein.

(1) Promotive Appointment in a Higher Class - An employee or officer who is a permanent appointee following completion of the probationary period or six (6) months of permanent service, and who is appointed to a position in a higher classification, either permanent or temporary, deemed to be promotive by the Civil Service Commission shall have his/her salary adjusted to that step in the promotive class as follows:

(a) If the employee is receiving a salary in his/her present classification equal to or above the entrance step of the promotive class, the employee's salary in the promotive class shall be adjusted to two (2) steps in the compensation schedule over the salary received in the lower class but not above the maximum of the salary range of the appropriate classification.

(b) If the employee is receiving a salary in his/her present classification which is less than the entrance step of the salary range of the promotive classification, the employee shall receive a salary step in the promotive class which is closest to an adjustment of ten (10) percent above the salary received in the class from which promoted. The proper step shall be determined in the biweekly compensation schedule and shall not be above the maximum of the salary range of the promotive class.

(2) Limited Tenure to Promotive - Consistent with the Temporary Employees' Agreement attached hereto, a limited tenure appointee who accepts appointment to a promotive position from a regular eligible list shall have his/her salary in the promotive appointment based on the salary in his/her regular civil service next lowest rank position from which s/he gained promotive eligibility, except as herein provided.

If the following conditions are met, the salary in the promotive appointment shall be not less than the salary received under limited tenure appointment:

(a) That the employee was serving under permanent limited tenure appointment for at least six (6) months immediately prior to accepting such regular promotive appointment.

(b) That the employee received a salary above the entrance rate of the compensation schedule in the permanent limited tenure appointment.

(c) That if the salary steps in the limited tenure class and the regular promotional class do not match, the employee shall be advanced to the salary step in the compensation schedule nearest that received in the limited tenure appointment.

(d) Further increments in the compensation schedule in the regular promotive class shall be based on the date of permanent appointment to the regular promotional appointment.

(3) Nonpromotive Appointment - If the appointment deemed promotive in A.1 above is a temporary appointment, and the employee, following a period of continuous service at least equal to the prescribed probationary period is subsequently given another appointment, either permanent or temporary, deemed promotive from the prior temporary appointment class, the salary step in the subsequent promotive appointment shall be deemed promotive in accordance with A.1 (a) and (b) above.

For purposes of this section, appointment of an employee as defined herein to a position in any class the salary schedule for which is higher than the salary schedule of the employee's permanent class shall be deemed promotive.

(4) Appointment Above Entrance Rate - Upon the request of an appointing officer, permanent or exempt appointments may be made at any step in the compensation schedule upon recommendation of the General Manager, Personnel and the approval of the Civil Service Commission under the following conditions:

(a) The City is experiencing recruiting or retention problems in specific classifications; or

(b) Specific individuals possess special qualifications the use of which will enure to the benefit of the City; or

(c) A former permanent City employee, following resignation with service satisfactory, is being reappointed to a permanent position in his/her former classification; or

(d) Other unusual, unique or special employment circumstances; and

(e) The Controller certifies that funds are available.

(5) Determination of Pay for Position Formerly Exempt - When a position in the municipal service has been exempt from the salary standardization provisions of the Charter and becomes subject thereto, or when a position becomes subject to the salary standardization provisions of the Charter through acquisition of a public utility, the salary of the employee holding

such positions shall be calculated by including credit for continuous paid or nonpaid service in the position immediately prior to its becoming subject to salary standardization.

(6) **Appointive Position** - An employee who holds an appointive position whose services are terminated, through lack of funds or reduction in force, and is thereupon appointed to another appointive position with the same or lesser salary schedule, shall receive a salary in the second position based upon the relationship of the duties and responsibilities and length of prior continuous service as determined by the Civil Service Commission.

(7) **Reappointment Within Six Months** - A permanent employee who resigns and is subsequently reappointed to a position in the same classification within six (6) months of the effective date of resignation shall be reappointed to the same salary step that the employee received at the time of resignation.

**B. Compensation Adjustments**

(1) When an employee promoted to a higher classification during a prior fiscal year receives a lesser salary than if promoted in the same class and from the same salary step during 1985-86 or 1986-87, his/her salary shall be adjusted on July 1, 1985 or 1986, to the rate s/he would have received had s/he been promoted in 1985-86 or 1984-85.

The Civil Service Commission is hereby authorized to adjust the salary and anniversary increment date of any employee promoted from one class to a higher classification who would receive a lesser salary than an employee promoted at a later date to the same classification from the same salary step in the same base class from which the promotional examination was held.

(2) When a classification that was formerly a next lower rank in a regular civil service promotional examination receives through salary standardization a salary schedule higher than the salary schedule of the classification to which it was formerly promotive, the Civil Service Commission shall authorize a rate of pay to an employee who was promoted from such lower class equivalent to the salary s/he would have received had s/he remained in such lower class, provided that such employee must file with the Civil Service Commission an approved request for reinstatement in accordance with the provisions of the Civil Service Commission rule governing reinstatements to the first vacancy in his/her former classification, and provided further that the increased payment shall be discontinued if the employee waives an offer to promotion from his/her current classification or refuses an exempt position to a higher classification. This provision shall not apply to offers of appointment which would involve a change of residence.

The special rate of pay herein provided shall be discontinued if the employee fails to file and compete in any promotional examination for which s/he is otherwise qualified, and which has a compensation schedule higher than the protected salary of the employee.

(3) An employee serving in a class in the Fiscal Year 1985-86 or 1986-87 at a flat rate which flat rate is changed to a compensation schedule number during the current fiscal year shall be paid on the effective date of such

change the step in the 1985-86 or 1986-87 salary schedule closest to, but not below, the prior flat rate and shall retain the original anniversary date for future increments when applicable.

(4) When an employee is promoted under temporary appointment to a higher classification during a prior fiscal year and is continued in the same classification without a break in service in the current fiscal year, or is appointed to a permanent position in the same classification, such appointment shall be in accordance with the provisions of this ordinance, provided that the salary shall not be less than the same step in the salary schedule the employee received in the immediately prior temporary appointment.

(5) A temporary employee certified from a regular, civil service entrance list who has completed six (6) months or more of temporary employment within the immediately preceding one (1) year period before appointment to a permanent position in the same class shall be appointed at the next higher step in the salary schedule and to successive steps upon completion of the six (6) months or one (1) year required service from the date of permanent appointment. These provisions shall not apply to temporary employees who are terminated for unsatisfactory services or resign their temporary position.

(6) Permanent employees working under limited tenure appointment in other classifications or temporary appointments from eligible lists in other classifications shall have their salary adjusted in the limited tenure or temporary class when such employees reach their salary anniversary date in their permanent class.

C. Compensation Upon Transfer or Reemployment

(1) An employee transferred in accordance with Civil Service Commission rules from one department to another, but in the same classification, shall transfer at his/her current salary, and if s/he is not at the maximum salary for the class, further increments shall be allowed following the completion of the required service based upon the seniority increment anniversary date in the former department.

(2) An employee who has completed the probationary period in a promotive appointment that is two (2) or more steps higher in an occupational series than the permanent position from which promoted and who is subsequently laid off and returned to a position in an intermediate ranking classification shall receive a salary based upon actual permanent service in the higher classification, unless such salary is less than the employee would have been entitled to if promoted directly to the intermediate classification. Further increments shall be based upon the increment anniversary date that would have applied in the higher classification.

(3) An employee who has completed the probationary period in an entrance appointment who is laid off and is returned to a classification formerly held on a permanent basis shall receive a salary based upon the original appointment date in the classification to which the employee is returned. An employee who is returned to a classification not formerly held on a permanent basis shall receive a salary based upon actual permanent service in the classification from which laid off.

(4) Employees in Class 2910 Social Worker and 2912 Senior Social Worker with continuous uninterrupted service who are laid off because of lack of work or funds and are appointed within thirty (30) days to a permanent position in Class 2903 Eligibility Worker shall be paid a salary which shall include credit for the permanent or temporary time in Classes 2910 Social Worker and 2912 Senior Social Worker.

Notwithstanding any of the other provisions of this Ordinance, no employee working in a federally funded position shall be paid at a rate less than the established federal minimum wage if that is a condition upon receipt of the federal funds.

22. SENIORITY INCREMENTS "EXCERPTED" SSO SECTION IX

A. Entry at the First Step

(1) Employees working under permanent appointment in classifications whose salary schedule is 23.3 or less, and who are appointed at the first step, shall advance to the second and each successive step upon completion of six (6) months' service in each step.

(2) Permanent employees whose salary schedule is 23.4 or higher shall advance to the second step upon completion of six (6) months' service and to each successive step upon completion of one (1) year required service.

(3) Employees of the San Francisco Unified School District and Community College District appointed to school year only permanent positions and whose employment is subject to interruption because of school vacation shall be considered to have completed the first six (6) months of service for increment purposes when the aggregate working time from the date of appointment totals six (6) months. To qualify for this increment, these employees may not be absent on leave without pay during this period for more than one (1) month of the aggregate working time except as provided in paragraph I. They shall advance to the third step on the next day following the completion of one (1) additional year of service and to each successive step upon completion of required service.

B. Entry at Other Than the First Step - Employees who enter a classification at a rate of pay at other than the first step shall advance one (1) step upon completion of the one (1) year required service. Further increments shall accrue following completion of the required service at this step and at each successive step. School term only employees of the San Francisco Unified School District or Community College District appointed at a rate of pay in excess of the first step shall advance to the next step in accordance with the provisions of paragraph A (3) of this section.

C. An employee appointed to a position in a classification, the compensation for which was fixed in the Fiscal Year 1983-84 or 1984-85 pursuant to Section 8.400 of the Charter, shall receive in the current fiscal year a compensation within the salary range fixed in this ordinance based upon the employee's service in said classification.

D. Date Increment Due - Increments shall accrue and become due and payable on the next day following completion of required service as a permanent employee in the class unless otherwise provided herein.

E. An employee who (1) is "laid off" from a permanent appointment, (2) is immediately and continuously employed in another classification with the City, either permanent or temporary, and (3) is thereafter reemployed in his/her permanent position without a break in service, shall, for the purposes of determining salary increments, receive credit for time served while laid off from his/her permanent appointment.

23. PREMIUM PAY FOR 2903 ELIGIBILITY WORKER "EXCERPTED" SSO SEC III

Employees in this class who are assigned to screen and process Medi-Cal applications at San Francisco General Hospital shall receive the rate of pay assigned to Class 2908 Hospital Eligibility Worker. Such assignment shall be certified by the appointing officer of the Department of Public Health and Administrator of San Francisco General Hospital.

24. ADMINISTRATIVE CODE PROVISIONS

All of the administrative provisions of the Salary Standardization Ordinance for the Fiscal Year 1985-86 and 1986-87 except for provisions of this MOU which specifically and expressly are referred to as an exception to such provision, shall apply to all employees covered by this MOU through the 1985-87 Fiscal Years.

25. GRIEVANCE PROCEDURE

It is agreed that the grievance procedure contained in the 1985-87 MOU and identified as Appendix "A" shall remain in existence and be utilized until such time as the Civil Service Commission amends Rule 18 with regard to arbitration. At such time as Civil Service Commission Rule 18 is amended, the grievance procedure found in the 1985-87 MOU shall become inoperative and Rule 18 shall become the appropriate grievance procedure. It is agreed that the Chief Labor Negotiator and this Board of Supervisors will recommend to the Civil Service Commission that as amended Rule 18 will provide for binding arbitration of disputes concerning interpretation and application of memoranda of understanding, ordinances, or resolutions.

26. MUNICIPAL RAILWAY PASSES

The City agrees to attempt to obtain Municipal Railway passes from the Public Utilities Commission to be supplied to department heads. Department heads who have employees who are required to move from one City location to another during normal working hours shall be entitled to obtain sufficient Municipal Railway passes to distribute to employees as needed. It is understood that these passes are to be used by employees only during normal working hours and while on City business.

## 27. INDEMNIFICATION AND DEFENSE OF CITY EMPLOYEES

The City shall defend and indemnify an employee against any claim or action against the employee on account of an act or omission in the scope of the employee's employment with the City, in accord with, and subject to, the provisions of California Government Code Sections 825 et seq and 995 et seq.

## 28. STAFFING LEVELS

The City and Union acknowledge that there has been and may continue to be a reduction in the City workforce primarily as a result of reduced revenue and inflation. In some cases this reduction has resulted in a reduction of the quality and quantity of services provided to the public.

The City and its departments recognizes its legal obligation to meet and confer in good faith and endeavor to reach agreement on workload standards.

The City shall produce or cause to be produced any and all information relating to staffing levels and workload in a given department upon written request to the Employee Relations Division, with any reproduction costs above single copies to be paid by the Union.

The Board of Supervisors, realizing staffing reductions could result in increased workload pressure upon the remaining employees, urges departments to take no adverse action against any employee who refuses to do the work of more than one person.

However, notwithstanding the above, said position may be filled immediately with either a permanent or temporary replacement in those departments where the funds for filling the position and those required for a lump sum payment for accumulated sick leave are immediately available and do not exceed the funds as budgeted in the Annual Appropriation Ordinance.

## 29. CAREER LADDER

The Board of Supervisors declare that it shall be the policy of the City and County of San Francisco to support the development of career ladder proposals and various programs of training and retraining for City employees to be coordinated through the Civil Service Commission, the operating departments and the Union and directs the Employee Relations Division to coordinate the establishment of said programs.

## 30. HEALTH AND SAFETY

A. Policy. The City acknowledges its responsibility to provide safe, healthful work environments for City employees and users of City services. Every employee has the right to safe and healthful working conditions.

No employee shall suffer adverse action by reason of his/her refusal to perform hazardous or unsafe tasks or his/her refusal to enter unsafe or hazardous areas. When in the best judgment of the employee, such conditions

exist, the employee shall notify his/her departmental safety committee and/or safety officer. If the management and union representative concur that a task or area is hazardous, the employee shall be reassigned until the hazard is eliminated. If there is no concurrence, the matter may be submitted to the grievance procedure for final resolution of the matter. The reassignment shall continue until the dispute is resolved.

B. Information. The City shall provide the Union departmental lists on a monthly and cumulative annual basis containing the vital information on all work related injuries and illnesses. Vital information shall include but not be limited to nature of illness and injury, dates, time lost, corrective action, current status of employee, cost of injury and work location.

C. Joint Labor-Management City Safety Committee. There is hereby created a Joint Labor-Management Safety Committee consisting of ten (10) persons appointed by the Unions representing City employees and ten (10) persons appointed by the City. Appointees of the Union shall serve on released time subject to departmental approval which shall not be unreasonably denied.

Such committee shall meet within ninety (90) days of the execution of this agreement, with the City Safety Officer to review existing health and safety procedures including, but not limited to, whether the City is in full compliance with Cal OSHA regulations; departmental health and safety activity; and ascertaining whether or not such committee should continue to function to review city-wide policies and procedures on a regular basis.

Such committee shall, within six (6) months of its constitution, prepare and deliver a report and recommendation concerning its findings to the Board of Supervisors and the Unions.

D. Video Display Equipment Working Conditions

(1) Policy. The City and the Union agree that employees working on video display equipment shall have safe and healthy work environments. This environment shall avoid excessive noise, crowding, contact with fumes and other unhealthy conditions. The City agrees upon request of the Union to meet and confer on ways to design the flow of work to avoid long, uninterrupted use of video display equipment by employees.

(2) Eye Examinations - The City and the Union agree to further review the provision of eye examinations for employees required to use video display equipment. A committee consisting of representatives of the Union, the City Safety Officer and the Employee Health Service shall conduct the review and report its findings and recommendations to the Board of Supervisors and the Union for any further action by January 1, 1984.

(3) Breaks - Every employee working on video display equipment shall be required to take a break away from his/her screen of at least fifteen (15) minutes after two (2) hours' work. In the event the normal work schedule does not provide a lunch or rest break every two (2) hours, the employee shall be assigned duties away from the video display screen for fifteen (15) minutes after two (2) hours' work.

(4) Physical Plant - The Board of Supervisors agrees to provide, subject to the budgetary and fiscal provisions of the Charter, the following physical equipment and work environment for users of video display equipment:

(a) Where necessary, effective glare screens shall be affixed to the front of such machines;

(b) Adjustable chairs, footrests and tables to allow for adjustment of individual machines to provide each operator with optimum comfort and the minimum amount of physical stress;

(c) Optimal lighting conditions adapted to accommodate the types of equipment in use at each work site shall be provided;

(d) Prior to the acquisition of additional or replacement machines, the City agrees to meet and consult with the Union on the design of the machines, including such features as separate keyboards, tiltable screens, phosphor colors, brightness controls and any other features relating to operator health and well being. The City will give the Union as much advance notice as possible of such changes.

(5) Inspection of Machines - The City agrees to inspect each machine in use on a regular basis and to maintain all equipment in proper repair, state of cleanliness and working order.

(6) Pregnancy - The City shall adopt the following policy: Upon request, a pregnant employee shall have the right to be assigned duties or to be temporarily appointed to another position away from video display equipment for the duration of pregnancy.

E. Light Duty - The signatory departments agree to make a good faith effort to develop alternative assignments for disabled or pregnant employees whose doctors certify that they are temporarily unable to perform specified aspects of their regular job duties if, in the particular situation, (1) there is sufficient work which the employee can perform available within the employee's job classification in the department and (2) in the opinion of the department head, assigning the work to the disabled employee or pregnant employee can be done without adversely affecting the operation of the department.

## 31. EMPLOYEE ASSISTANCE PLAN

The Board of Supervisors agrees to budget sufficient funds, not to exceed an additional amount of One Hundred Twenty-Five Thousand (125,000) Dollars in Fiscal Year 1985-86 to establish a City-wide Employee Assistance Program to be administered by the Department of Public Health.

The parties agree to establish an "Employee Assistance Program Advisory Committee" whose purpose shall be to advise the Employee Assistance Program on matter concerning services provided by the program. This committee shall include participation by recognized employee organizations.

32. **LAYOFF, NOTICE**

A. Any employee whose position is to be eliminated due to lack of funds shall be notified, in writing, with as much advance notice as possible but not less than thirty (30) days prior to the effective date of the layoff. Such thirty (30) day minimum advance notice of layoff shall not apply should layoff in a shorter period be beyond the control of the City. The Union shall receive copies of any layoff notice. The provisions of this Section shall not apply to "as needed" or intermittent employees or employees hired for a specific period of time or for the duration of a specific project.

B. Prior to any layoff, the City shall meet and confer upon the written request of the Union after receipt of a copy of the notice specified in paragraph A, to consider any proposal(s) advanced as an alternative to layoff and/or on the impact of such layoff.

33. **VENDING MACHINES**

Subject to the requirements of the Charter and Sections 4.2, 4.3, 4.4, 4.6, 4.7 and 4.8 of the San Francisco Administrative Code, the Union is authorized to establish vending machines in employee work areas. The Union shall be responsible for their installation and operation and all costs relating thereto, including maintenance and insurance. Proceeds from sales made through the vending machines shall be deposited in a special fund under the direction and control of the Union and allocated exclusively for the benefit of employees' recreation and welfare.

34. **COST CONTAINMENT**

The City and the Union shall meet and confer on a cost containment program for City health plans. The program will include, but not be limited to, such provisions as the following:

A. Improved administrative control:

(1) Auditing claims and profiles of practice to identify "questionable" service patterns;

(2) Coordination of benefits;

(3) Control of weekend admission abuse.

B. Altering utilization patterns to encourage use of cost effective services and to avoid unnecessary use of expensive inpatient care:

(1) Utilization review;

(2) Second opinion surgery;

(3) Ambulatory surgery;

(4) Home care and day care as an alternative to hospital care;

(5) Preventive care programs, including hypertension maintenance programs;

(6) Preadmission testing and preadmission authorization;

(7) Prepaid group practice options.

C. Controlling charges/fees and negotiation of rates:

(1) Volume purchasing;

(2) Fee schedules and physician panels;

(3) Hospital rates.

The parties agree to meet and confer on the utilization of any savings that may result.

The Union understands that health plans and benefits have already been adopted for Fiscal Year 1983-84.

35. COMPARABLE WORTH COMMITTEE

The City agrees to place on reserve $8.8 million in Fiscal Year 1985-86 and $18.9 million in Fiscal Year 1986-87 for the purpose of correcting pay inequities then existing for the following female and minority dominated benchmarks:

1444 Clerk Stenographer
1720 Data Entry Operator
2312 Licensed Vocational Nurse
2604 Food Service Worker
2624 Dietitian
2760 Laundry Worker
2903 Eligibility Worker
2910 Social Worker
3630 Librarian

And to Classifications 2585, 2586, 2587, and 2588 (Health Worker I-IV).

The parties agree to meet to determine an appropriate application of these funds for the above purpose consistent with the San Francisco Charter, and subject to the fiscal and budgetary provisions of the Charter.

The SEIU-City Joint Committee on Comparable Worth shall study and make recommendations on how to fully implement pay equity for classifications dominated by female and minority workers.

At the request of the Joint Committee, the City agrees to meet and confer during the term of the Memorandum of Understanding to provide appropriate funds necessary to complete the Committee's work not to exceed Twenty Thousand (20,000) Dollars in one fiscal year.

36. **TRAINING PROGRAM COMMITTEE**

Recognizing that proper training of City employees promotes efficient and cost-effective public service, the parties agree that upon formal request of the Union, the City and the Union shall establish a joint committee, consisting of six (6) individuals, three (3) appointed by the City and three (3) appointed by the Union, to survey and study needs, problems, and other issues related to the Union and the Board of Supervisors by January 1, 1986, its recommendations for implementation of a training program or programs. Said recommendations may include, but not be limited to, training premiums, workload reductions, or reclassifications with the intent of providing appropriate means of compensation.

Committee members appointed by the Union shall serve on released time.

37. **CHILD CARE STUDY COMMITTEE**

Upon formal request of the Union to the Employee Relations Division, the Unions and the City shall establish a joint committee (consisting of ten (10) individuals, five (5) appointed by the City and five (5) appointed by the Unions representing City workers) to study the feasibility of establishing on-site or other child care facilities for use by City employees. Committee members appointed by the Union shall serve on released time. The Committee shall determine the probable utilization of such facilities; the likely cost of such facilities; possible sources of outside funding and possible physical locations.

The Committee shall complete the task for which it was originally created and report to the Board of Supervisors on or before September 1, 1985 as to at least five (5) locations which would be practical for utilization as child care centers and the cost associated with operating each one of same. Upon receipt of the Committee's report, the Board of Supervisors may consider such funding as may be appropriate.

38. **RECREATIONAL FACILITIES COMMITTEE**

Upon formal request of the Union to the Employee Relations Division, the Union and the City shall establish a joint committee (consisting of six (6) individuals, three (3) appointed by the City and three (3) appointed by the Union) to study the feasibility of establishing recreational/physical fitness facilities for use by City employees. Such committee shall report its recommendations within ninety (90) days of its creation, or at such time as may be agreed to by the parties. Committee members appointed by the Union shall serve on released time. The Committee shall determine the probable utilization of such facilities; the likely cost of such facilities; possible sources of outside funding and possible physical locations.

39. **FINGERPRINTING**

The City shall bear the full cost of fingerprinting whenever such is required of the employee.

40. **RETIREMENT PAYMENTS**

The Retirement Board shall process and pay retirement claims, except in cases beyond the Board's control, in the following manner:

| BENEFIT | PROCESSING TIME |
|---|---|
| Initial monthly retirement allowance. | 90 days maximum<br>90% within 60 days. |
| Withdrawal of Contributions. | 6-8 weeks maximum<br>85% paid in 30 days. |
| Death Benefit. | 30-60 days maximum<br>90% paid within 30 days of final filing of appropriate papers |

41. **OUT OF CLASS WORK**

A. No employee shall be assigned duties outside of the classification to which s/he has been appointed, provided that employees shall perform any duty to which her/his chief may temporarily assign her/him.

B. "Temporary assignment" means an assignment without change in classification or pay to duties not included in the classification to which the employee is regularly appointed. This is distinguished from "temporary appointment", which for the purposes of this section refers to an appointment to a differently classified position in accordance with civil service and budgetary provisions.

C. A temporary assignment shall not continue beyond thirty (30) calendar days except as otherwise provided herein.

D. A temporary assignment shall not be made when 1) unfilled permanent positions in the classification exist in the department; 2) employees in such classification are absent on leave without pay status, except to provide service for the time required to process a temporary requisition.

E. When it is known that temporary services are required or are likely to be required for periods in excess of thirty (30) calendar days and funds are not available to make a temporary appointment at the end of thirty (30) days, the department shall immediately request a supplemental appropriation for that purpose. In such cases a temporary appointment shall be made as soon as the funds are available.

F. When a temporary assignment is made and a thirty (30) calendar day period from the beginning date of assignment to the position has elapsed, and it is then determined that further temporary service in such position is required, further temporary assignment will not be authorized, except as follows:

G. When temporary service in excess of thirty (30) calendar days is required to prevent the stoppage of essential public business, and funds are not available for a temporary appointment, then, with the approval of the General Manager, Personnel, and the Mayor, a temporary assignment may be continued, provided that the appointing officer shall immediately request approval of funds for a temporary appointment. Upon the availability of such funds, the temporary assignment shall be cancelled and a temporary appointment shall be made.

If such funds are not approved, then the temporary assignment shall be cancelled. Pending approval of funds, the continuation of such temporary assignment shall be subject to review by the Commission.

H. Temporary assignments, the reason therefor and the period thereof, shall be immediately reported to the Personnel Department and to the Mayor for approval and recordation, provided that records of temporary assignments of less than thirty (30) calendar days' duration need not be so reported but shall be maintained in the department in such form as to be available for review or audit by the Personnel Department. It is the responsibility of the appointing officer and of the employee involved to ascertain that temporary assignments are so reported and recorded. Temporary assignments not properly reported and recorded will not be approved by the Commission.

I. The regular assignment for a minor portion of the workdays of duties are enumerated in a different classification, but which are generally related to the regular duties of the employee, will be approved when assignment of such duties is in the interest of the service. Any assignment of such duties shall be reported immediately to the Commission for approval and such report shall contain the nature of such duties and the reason for the assignment of the duties.

The City shall not administer this Section of the Agreement in such a manner as to subvert the intent of any of its provisions.

The Board of Supervisors urges the Civil Service Commission to meet and confer with interested labor organizations together with representatives of city departments in order to reach agreement on revising Civil Service Rule 26.1 so as to conform with prevailing practice.

## 42. EMPLOYEE SUGGESTION PROGRAM

City and Union agree to publicize the Employee Suggestion Program and to encourage represented workers to submit cost saving suggestions for consideration and possible awards.

43. **PERSONNEL FILES**

A. Only one official personnel file shall be maintained on any single employee in any one department. Unless otherwise specified by the department, the official file shall be located in the departmental personnel office or, in larger departments, at the various divisional personnel offices of the department.

B. Each employee shall have the right to review the contents of his/her file upon request. Nothing may be removed from the file by the employee but copies of the contents shall be provided upon request.

C. With the written permission of the employee, a representative of the Union may review the employee's personnel file when in the presence of a departmental representative and obtain copies of the contents upon request.

D. An employee shall have the opportunity to review, sign, and date any and all material to be included in the file. The employee may also attach a response to any and all materials within 30 days of receipt. All material in the file must be signed and dated by the author.

E. With the approval of his/her supervisor, the employee may include material relevant to his/her performance of assigned duties in the file.

F. No action to impose discipline against an employee shall be initiated more than thirty (30) days after the employer knows or should have known of the conduct except for conduct which would constitute the commission of a crime. The discipline imposed may take into account conduct which is documented in the employee's personnel file or was the subject of a prior disciplinary action.

G. Upon the request of the Union, a department will retain and provide the Union with a copy of statistical information on assaults on employees who serve in particular classifications or at particular work sites.

44. **COMFORT STANDARDS.**

The Board of Supervisors agrees to encourage departments and the Unions to meet and confer on providing adequate lounge, locker and comfort facilities.

When advised by a department and the Union of an agreement by the parties concerning improved facilities, the Board of Supervisors may appropriate funds for making recommended improvements.

45. **DEFINITION AND APPLICATION OF SENIORITY**

Unless specifically provided otherwise in a departmental agreement appended to this MOU, the following provisions shall apply:

A. Except in cases of urgent need, each City department shall post notices of vacancies in a prominent location in the department, and/or at each separate work location of the department, for a period of not less than five

working days in order to afford employees interested in reassignment an opportunity to apply for a vacant position. Each such notice shall describe the classification of the position to be filled, the physical location of the position, its starting and quitting time, and a general description of the work to be performed.

B. Vacation periods and days off shall be scheduled by mutual agreement of the employee and his/her supervisor whenever possible. In the event of a conflict where two or more employees desire the same vacation period or day off, the supervisor shall give due regard to employee seniority and preference, and the needs of the service in determining which employee will be permitted to take his/her vacation or day off.

C. Departments shall meet and confer, upon request, with the Union to determine seniority rules as they may apply in the Department.

## 46. EDUCATIONAL LEAVE AND TUITION REIMBURSEMENT

The City agrees to allocate Ten Thousand Dollars ($10,000) in Fiscal Year 1985-86 and Ten Thousand Dollars ($10,000) in Fiscal Year 1986-87 to the Tuition Reimbursement Program for the exclusive use of classifications represented hereunder. Employees in said classifications may not receive more than Five Hundred Dollars ($500) per fiscal year from this special allocation.

If any portion of said allocation remains unexpended on June 30, 1985, it shall be carried over to Fiscal Years 1985-86 and 1986-87.

## 47. PARKING FACILITIES

Upon request of the Union, any department having classifications subject to this MOU and the Employee Relations Department shall approach the Mayor, the Board of Supervisors and/or other appropriate parties of interest in order to attempt to provide sufficient, secure parking facilities for employees at the department in question. Included in such discussions may be the development of a shuttle service; patrol and escort service and/or the building of a parking structure.

## 48. VACATION ORDINANCE

In amending the Vacation Ordinance, it is not the intent of the Board of Supervisors to deprive employees of vacation rights to which they are entitled by the Charter, and in agreeing to the amendment of the Ordinance the Union is not waiving any vacation rights which employees have under the Charter. In the event that vacation entitlements provided in this ordinance are found inconsistent with the terms of the City Charter, the City Charter shall prevail.

## 49. SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and opportunity to make demands and

proposals with respect to any subject or matter within the jurisdiction of the Board of Supervisors and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, for the life of this agreement, the City and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to meet and confer with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this agreement.

This section shall not be interpreted to preclude the Union from meeting and conferring with the Civil Service Commission on permissible issues related to setting wages pursuant to Charter Sections 8.400, 8.401 and 8.407. This waiver on the part of the Union is predicated on the assumption that there will be salary standardization pursuant to Charter Sections 8.400, 8.401 and 8.407 for the Fiscal Year 1986-87 and in the event there is not, the Union's waiver will be inoperative.

The Board of Supervisors agrees to adopt any appropriation ordinance required to fully implement the provisions of this MOU. In addition to the formal processing of such ordinance, the Employee Relations Director shall personally brief the Controller, the Mayor and the Mayor's Executive Deputy, Fiscal and Program Administration on the content of such ordinance. In the event that any of the above personages expresses doubt that any one or more of the included provisions cannot be implemented for whatever reason, or a court of competent jurisdiction finds any one or more provisions herein to be illegal, the parties shall immediately commence meeting and conferring to determine a suitable replacement of equal dollar value, retroactive to July 1, 1985.

50. SAVINGS CLAUSE

Should any part hereof or any provisions herein be declared invalid by a court of competent jurisdiction by reason of conflicting with a Charter provision or existing ordinances or resolutions which the Board of Supervisors had not agreed to alter, change or modify, or by any decree of a court, such invalidation of such part or portion of this MOU shall not invalidate the remaining portions hereof and the remaining portions hereof shall remain in full force and effect for the duration of the MOU.

Any term or provision of this MOU which conflicts with the Fair Labor Standards Act, Title 29 U.S.C. Sections 201 et seq. and/or the rules and regulations thereof, shall be null and void so long as said Fair Labor Standards Act and/or the rules and regulatiions thereto continue to be applicable to the City and County of San Francisco. Should any dispute over the application of the Fair Labor Standards Act occur, the parties agree to meet and confer to resolve the dispute before taking other action.

51. HOLD HARMLESS

The Union shall assume the defense of, indemnify and hold the City harmless from any and all claims, demands, suits, or any other action arising from modified agency shop provisions herein, or from complying with any demand for termination hereunder, and the provisions of the Salary Standardization Ordinance adopted pursuant to this agreement.

52. DURATION OF AGREEMENT

This MOU shall be in effect from July 1, 1985 through and inclusive of June 30, 1987.

It is understood and agreed by the parties that the financial terms and working condition benefits of this agreement negotiated in March 1985 are to be "renewed" for the Fiscal Year 1986-87 to the same extent as was applicable in Fiscal Year 1985-86.

If during the term of this agreement, a Charter amendment is accomplished or there is final determination by the courts of this State which makes possible the effective meeting and conferring on matters and issues which are currently governed by specific provisions of the existing Charter and therefore not an appropriate subject for effective meeting and conferring, the parties agree that this MOU may be opened for the purpose of meeting and conferring on those newly negotiable issues. "Effective meeting and conferring" means that the parties are able to meet and confer on issues and have agreed upon items which become operative without submission to the voters.

IN WITNESS HEREOF, the parties hereto have executed this MOU this ____ day of _____, 1985.

APPROVED AND ADOPTED BY THE MEMBERSHIP OF SEIU LOCALS 250, 535 & 790 ON March 18, 1985.

APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS BY RESOLUTION NO. _____ ON August 19, 1985.

FOR THE SEIU LOCALS:

Dale Butler, Hospital & Institutional Workers Local 250

Jerry Fillingim, Social Services Local 535

Paul Michael Varacalli, United Public Employees Local 790

FOR THE CITY & COUNTY:

Milton H Mares,
Employee Relations Director

==========

S/ SEIU Negotiating Committee--

Rhonda Barovsky
Chris Borg
Steven Cady
Jennie Choy
James Coleman
Queen Collins
Willie Crawford
Velma Gaines
David Gallerani
Earl Gillman
Joan Goldman
William Gutterez
Dorothy Harrison
Michael Hart
Dorothy Jaymes
Annie Johnson
Robert Johnson
Ed Kinchley
Fred Kluge
Matt Larsen
Ethel Long
Ricardo Lopez
Eric Marcoux
Johanna Miles
Bobbye Millener
Ken Reed
Jerry Rose
Isaiah Rothblatt
Terry Ryan
Lois Scott
Jeanne Slominski
Roger Varela
Bobby Washington
Lonnie Weiss
Willie Williams
Carolyn Wishman

# APPENDIX A

## GRIEVANCE PROCEDURE LETTER OF AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND UNIONS

The Board of Supervisors and the Union recognize that it is desirable to have a uniform and objective means of resolving disputes between the parties relating to matters within the scope of representation.

The Board of Supervisors and the Union urge departments to meet and confer with the Union for the purpose of reaching agreement, to the extent possible under statutory and case law, on third party final and binding arbitration as the last step in a procedure for review of adverse personnel actions within the jurisdiction of the departments.

This grievance procedure applies to conditions of employment as set forth by Ordinance or Resolution of the Board of Supervisors or ratified Memorandum of Understanding of the Board of Supervisors provided that such condition(s) is within the scope of representation as defined in California Government Code Section 3504 and provided further that such condition of employment is within the Charter authority of the Board of Supervisors.

A. DEFINITION

A grievance is defined as and is limited to an allegation by an employee, a group of employees, or the Union that the City has failed to implement a condition of employment as specifically set forth in an existing Ordinance or Resolution of the Board of Supervisors or a Memorandum of Understanding ratified by the Board of Supervisors provided that such condition of employment is within the scope of representation as defined in California Government Code Section 3504 and provided further that such condition of employment is within the Charter authority of the Board of Supervisors to so implement.

B. EXCLUSION OF CIVIL SERVICE MATTERS

The grievance procedure herein established shall have no application to matters within the jurisdiction of the Civil Service Commission as set forth in the City Charter or to any rules adopted by the Commission pursuant to its Charter authorities.

C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES

Except as may be otherwise provided in a separate departmental memorandum of understanding, the following is the departmental procedure to be followed in the resolution of grievances as defined in paragraph "A" hereof.

D. GRIEVANCE PROCEDURE STEPS

An employee having a grievance shall first discuss it with the employee's immediate supervisor and try to work out a satisfactory solution in an informal manner with the supervisor.

STEP ONE - Immediate Supervisor

If a solution to the grievance, satisfactory to the employee and the immediate supervisor, is not accomplished by informal discussion, the grievant shall have the right to consult with and be assisted by a representative of the grievant's own choice in this and all succeeding steps of the grievance procedure. If the grievant desires to pursue the grievance further, the grievant or the grievant's representative shall within seven (7) working days of the informal discussion with the immediate supervisor, submit the grievance in writing to his/her immediate supervisor with copies to parties specified on the City's official Grievance Form. The immediate supervisor shall, within seven (7) working days of receipt of the written grievance, respond in writing to the grievance with his/her decision and specifying his/her reasons for concurring with or denying the grievance.

STEP TWO - Intermediate Supervisor

If the decision of the immediate supervisor is unsatisfactory to the grievant, the grievant or the grievant's representative shall within seven (7) working days of the receipt of the immediate supervisor's decision submit the written grievance to the intermediate supervisor. The intermediate supervisor shall within seven (7) working days of receipt of the written grievance respond in writing to the grievance with his/her decision and specifying his/her reasons for concurring with or denying the grievance.

STEP THREE - Appointing Officer

If the decision of the intermediate supervisor is unsatisfactory to the grievant, the grievant or the grievant's representative shall within seven (7) working days of the receipt of the intermediate supervisor's decision, submit the written grievance to the appointing officer. The appointing officer shall within seven (7) working days of receipt of the written grievance hold a hearing on the grievance unless such hearing is waived by both parties and shall respond thereafter in writing to the grievance with his/her decision and specifying his/her reasons for concurring with or denying the grievance.

STEP FOUR - Director, Employee Relations/Hearing Officer

(a) If the decision of the appointing officer is unsatisfactory, the grievant and/or his/her representative shall within twenty (20) working days of receipt of the appointing officer's decision, submit the written grievance to the Employee Relations Director so that the grievance may be heard and resolved by a Hearing Officer. Prior to the selection of a Hearing Officer, the Employee Relations Director shall informally review the grievance and attempt to resolve the grievance to the mutual satisfaction of the grievant and the appointing officer. The Director, Employee Relations, shall have seven (7) working days after the receipt of the written grievance in which to review and seek resolution of the grievance.

(b) If the Director, Employee Relations, is unable to informally resolve the grievance to the mutual satisfaction of the grievant and the appointing officer, the grievance shall be submitted to a Hearing Officer. The Hearing Officer shall be selected by mutual agreement between the grievant or the grievant's representative and the appointing officer. If the grievant or the

grievant's representative and the appointing officer are unable to agree on the selection of a Hearing Officer, they shall jointly request the State Conciliation Service to submit a list of five (5) Hearing Officers who have had considerable experience as a Hearing Officer in public employment disputes. The grievant or the grievant's representative and the appointing officer shall then alternately delete names from such list until only one (1) name remains, and that person shall serve as the Hearing Officer. Whether the employee or his/her representative and the appointing officer deletes the first name in the alternating process of deleting names shall be determined by lot.

(c) Except when a statement of facts mutually agreeable to the grievant and the appointing authority is submitted to the hearing officer, it shall be the duty of the hearing officer to hear and consider facts submitted by the parties.

(d) It shall be the duty of the hearing officer to hold said hearing within fifteen (15) calendar days of written acceptance of appointment as the hearing officer.

(e) After said hearing or review of mutually agreeable statement of facts, it shall be the duty of the hearing officer to make written finding of fact(s) upon which the decision of the hearing officer is based.

(f) The decision of the hearing officer shall be final and binding upon the parties.

(g) The hearing officer's authority pursuant to the provisions of this grievance procedure shall be limited to a decision based on submitted facts and applicable law of whether or not the City has improperly failed to implement a condition of employment which is provided for in an Ordinance, Resolution or Memorandum of Understanding ratified by the Board of Supervisors. Further, the hearing officer shall have no power to amend or recommend an amendment of a Board of Supervisors ratified Memorandum of Understanding, Ordinance or Resolution.

(h) Each party (employee, group of employees or Union and the appointing authority), to a hearing before a hearing officer shall bear its own expenses in connection therewith. All fees and expenses of the hearing officer and a report, if any, shall be borne and paid in full by the losing party. In the event the hearing officer shall make a compromise decision, the party or parties which shall pay the fees and expenses of the hearing officer and a reporter, if any, shall be determined on a proportional basis by the hearing officer.

E. The Effect of Failure of Timely Action

Failure of the grievant to submit an appeal within the required time limit at any step, or for informal discussion, shall constitute an abandonment of the grievance. Failure of the City to respond within the time limit in any step shall result in an automatic advance of the grievance to the next step.

F. Timeliness of Grievance

A grievance shall be void unless initiated by informal discussion with the immediate supervisor within forty-five (45) calendar days from the date on which the City has allegedly failed to implement a condition of employment or within forty-five (45) calendar days from the time the grievant might reasonably have been expected to have learned of such alleged failure to implement a condition of employment. In no event shall any grievance include a claim for money relief for more than the forty-five (45) day period plus such reasonable discovery period.

G. Rights of the Union Formally Recognized to Represent the Grievant's Classifications

An employee in a classification which is included with a representation unit for which formal recognition has been granted shall pursue any grievance under this procedure with the assistance of said formally recognized employee organization or said employee may represent himself/herself with the assistance, if the employee so elects, of counsel or other representative. As used herein, counsel or other representative shall not include any other employee organization or the representative(s) of any other employee organization.

In those grievances in which the employee represents himself/herself or arranges for representation by other than the formally recognized employee organization as set forth above, the City shall make no resolution or award which shall be inconsistent with the terms and conditions of a ratified Memorandum of Understanding which covers the grievant's classification. In the event the formally recognized employee organization determines that such an inconsistent resolution or award has been made, the formally recognized employee organization, on its own behalf, may file a grievance at Step Three for the purpose of amending such inconsistent resolution or award. In the event the grievant represents himself/herself, or elects a representative other than the formally recognized employee organization, the formally recognized employee organization may elect to be a full and equal party at Step Four for the purpose of protecting the interest of its members in negotiated conditions of employment.

## WORD PROCESSING LETTER OF AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND UNIONS

The parties agree that the definition of word processing added to Section IVQ of the 1982-83 Salary Standardization Ordinance shall not restrict employees performing duties which are currently covered by the premium from receiving the premium under the new ordinance.

## TEMPORARY EMPLOYEES' LETTER OF AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND UNIONS

It is the intent of the parties, consistent with applicable law, to transition qualified longterm temporary employees to permanent status, to correct the employment practices responsible for the longterm temporary problem in San Francisco city government, and to improve the merit system in City and County employment.

In compliance with the Merit System Services of the State Personnel Board, the City and County of San Francisco, hereinafter "City", and the Unions signatory to this Agreement, hereinafter "Unions", hereby agree as follows:

1. For the Fiscal Year 1983-84 and for such time thereafter as this Agreement is in effect, the Mayor and the Board of Supervisors shall require that all positions where the work is not of a temporary nature be budgeted permanent.

As of the date of this Agreement, the Mayor and the Civil Service Commission shall review all requests for temporary requisitions to determine whether the work to be performed is of a temporary nature. The Union shall have access to all requisitions for temporary positions. The definition of temporary appointment and position as used herein shall be as approved by the State Personnel Board as part of the Compliance Agreement dated

2. As a result of an allegation by the State Personnel Board of noncompliance by the City with merit employment policies, and except for positions of legislative aides to the Board of Supervisors, positions designated by the Mayor in the Office of the Mayor, so long as this Agreement is in effect, the City may not make limited tenure appointments pursuant to Ordinance No. to any classification represented by the signatory Unions after July 1, 1985.

In conformity with Charter Sections 3.661 and 8.329, the Civil Service Commission shall continue to review the requisitioning of positions as permanent/temporary. This control shall include a requirement that departments provide justification of requests for temporary appointments. This justification shall be accessible to the Unions.

Civil Service shall provide a quarterly report of all temporary requisitions and appointments by department and classification to the signatory Unions.

3. As a condition to the effectuation of this Agreement, commencing with Fiscal Year 1983-84, and for such time thereafter as this Agreement remains in effect, the Civil Service Commission shall provide, and continue to provide, except for reasons beyond the City's control, eligible lists within ninety (90) days of submission of a requisition for appointment to a permanent position. The Mayor and the Board of Supervisors agree to provide sufficient funds to meet these time tables.

4. The Civil Service Commission shall implement the provisions of Charter Section 8.329.

5. This Agreement shall incorporate the Compliance Agreement between the State of California Merit System Services and the City.

6. This Agreement shall be incorporated in the Memoranda of Understanding between the Board of Supervisors and the signatory Unions and shall have the same term as the Memoranda of Understanding.

7. Nothing in this Letter of Agreement shall be deemed to consititute nor may be construed as a determination or admission of any violation of law, rule or regulation by the City and County of San Francisco with regard to temporary employments.

8. The Board of Supervisors shall amend San Francisco Administrative Code Section 16.700 to extend the duration of temporary employee membership in the Health Service System through the expiration date of this MOU.

Permanent employees serving in a temporary position to avoid separation resulting from a layoff shall continue membership in the Health Service system and the Retirement System.

9. The Board of Supervisors agrees to amend Section 16.700(a) of the Administrative Code to read in full as follows: Effective July 1, 1985 and to and including June 30, 1989, membership in the Health Service System shall include in addition to members of the Retirement System all employees with six (6) or more months of continuous service whose normal workweek at the time of inclusion in the system is not less than twenty (20) hours, provided that the Governing Board of the San Francisco Community College District may by resolution designate as members for nine (9) months or each academic year, temporary certificated employees.